



50 YEARS OF FUN!

Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road (972) 450-7000
FAX (972) 450-7043

AGENDA

REGULAR MEETING OF THE CITY COUNCIL

NOVEMBER 11, 2003

6:30 P.M.

COUNCIL CHAMBERS

5300 BELT LINE ROAD

WORK SESSION

Item #WS1 – Presentation of the DART 2030 Transit System Plan

REGULAR SESSION

Item #R1 – Consideration of Old Business

Item #R2 – Consent Agenda

CONSENT AGENDA

- #2a – Approval of the Minutes for the October 28, 2003 Council Meeting.
-
- #2b – Consideration of approval of construction and authorization of final payment in the amount of \$2,307.71 to J & J Sprinkler and Landscape, Inc. for completion of the Brookhaven Club Drive median and parkway landscape improvements.
-
- #2c – Consideration of approval of construction and authorization of final payment in the amount of \$3,363.94 to American Civil Constructors, Inc. for completion of the Oaks North entry monument signs and sidewalk paving.
-
- #2d – Consideration of a Resolution authorizing the City Manager to enter into a contract for services in the amount of \$9,000 with the Metrocrest Chamber of Commerce for fiscal year 2003-2004, subject to final review and approval of the City Attorney.
-
- #2e – Consideration of a Resolution authorizing the City Manager to enter into a contract for services in the amount of \$5,000 with Special Care and Career Services for fiscal year 2003-2004, subject to final review and approval of the City Attorney.
-

Item #R3 – Consideration of a Resolution nominating a fourth member to the Board of Directors of the Dallas Central Appraisal District.

Attachments:

1. Memorandum from Dallas Central Appraisal District
2. Resolution

Administrative Recommendation:

Administration recommends approval.

Item #R4 – Consideration of an Ordinance approving a meritorious exception to Chapter 62, Signs, Section 62-163, Area, for Potbelly Sandwich Works, located at 4945 Belt Line Road, on application from Potbelly Sandwich Works.

Attachments:

1. Staff Report
2. Memorandum from Lynn Chandler
3. Application
4. Letter from Cole Snadon
5. Plans

Administrative Recommendation:

Administration recommends denial of 32-inch letters in height as requested by the applicant. Administration recommends approval of 30-inch letters.

Item #R5 – **PUBLIC HEARING** and consideration of an Ordinance approving a Special Use Permit for a Christmas tree lot, including yard decorations, located at 14223 Dallas Parkway, on application from Mr. Jeff Patton of Patton's Corner.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on October 23, 2003, voted to recommend approval of a Special Use Permit for a Christmas tree lot, with yard decorations, on application from Mr. Jeff Patton, subject to no conditions.

Voting Aye: Bernstein, Braun, Doepfner, Herrick

Voting Nay: None

Absent: Benjet, Jandura

Administrative Recommendation:

Administration recommends approval.

Item #R6 – **PUBLIC HEARING** and consideration of an Ordinance approving an amendment to an existing Special Use Permit for a restaurant and approval of a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 3711 Belt Line Road (formerly Atlanta Bread Company), on application from Mama Fu's Noodle House, represented by Ms. Candy D. Arnold.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on October 23, 2003, voted to recommend approval of an amendment to an existing Special Use Permit for a restaurant, and a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, subject to the following conditions:

1. The applicant shall not use any terms, including the term "bar", "tavern", or graphic depictions that denote alcoholic beverages in exterior signs.

Voting Aye: Bernstein, Braun, Doepfner, Herrick

Voting Nay: None

Absent: Benjet, Jandura

Administrative Recommendation:

Administration recommends approval.

Item #R7 – Consideration of approval of a final plat for one lot of .924 acres, located at 4300 Beltway Drive, on application from Advantage-Compass Addition, Richard and Pam Davis, represented by Mr. David B. Reaves of Grant Engineering.

Attachments:

1. Docket Map
2. Staff Report
3. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on October 23, 2003, voted to recommend approval of the final plat for Advantage-Compass Addition, subject to the following conditions:

1. Individual legal descriptions should be provided for Lot 2, Beltway Office Park in Addison, and Lot 1, Block A, Beltwood Business Park in Farmers Branch, on page 1 of 2.
2. South line of Lot 2, within the Town of Addison should be clearly marked with bearing and distance on page 2 of 2 on the plat.
3. Page 2 of 2 should be changed to page 1 of 2 (this has been corrected).
4. The northeast corner of Lot 1, Block A shows a "square" that is not marked or described. This must be addressed or removed.
5. Legal description on current page 1 of 2 is not necessary with the plat on current page 2 of 2.
6. Site/Civil drawings must be prepared and approved by the Town in advance of any construction improvements on-site and off-site. Any revisions to the existing water, sewer, drainage and paving infrastructure may require new utility or access easements.
7. Joint approval of all Site/Civil drawings by Farmers Branch is required.

Voting Aye: Bernstein, Braun, Doepfner, Herrick
Voting Nay: None
Absent: Benjet, Jandura

Administrative Recommendation:

Administration recommends approval

Item #R8 – **PUBLIC HEARING** and consideration of an Ordinance approving amendments to the concept plan for the residential sub district and approval of preliminary development plans, with waivers, for a 183-unit town home/condominium development in the UC (Urban Center) district, located on 9.732 acres north of Morris Avenue, east of Quorum Drive, south of Airport Parkway and west of the proposed Spectrum Drive (Addison Circle) on application from CityHomes, represented by Mr. Larry Decker of Bloodgood Sharp Buster Architects and Planners, Inc.

Attachments:

1. Docket Map
2. Staff Report
3. Letter from Cynthia Lee and Herb Lee
4. E-mail from Art Lomenick
5. Plans

The Planning and Zoning Commission Findings:

The Addison Planning and Zoning Commission, meeting in regular session on October 23, 2003, voted to recommend approval of the following:

Approval of the amendments to the concept plan as follows:

1. The park site (0-6) shall be moved back to its location in the original concept plan, but surrounded by streets as shown on the CityHomes plan.
2. The M-2 "Mews" street shall be re-aligned and wrapped around the park as shown on the CityHomes plan.
3. The R-4 "Residential" street is reconfigured to go with the R-street section at Spectrum Drive and Quorum Drive, as shown on the CityHomes Plan.

Approval of the proposed preliminary development plan with the following waivers to design standards:

1. Approval of the waiver of design standards in order to allow lot widths of not less than 20 feet.
2. Approval of the waiver to design standards in order to allow depths of not less than 55 feet.
3. Approval of the waiver to design standards in order to allow lot coverage that exceeds 65% of the lot.
4. Approval of the waiver to design standards in order to allow up to 10% of the total lots in the development to have unit sizes that are less than 1,600 square feet, provided that no units shall be less than 1,450 square feet.
5. Approval of the waiver to design standards in order to allow all lots that face onto major streets (as shown on the attached plan) to be 90% brick (stone and cast stone shall count as brick) on the fronts and sides of the buildings, and not less than 10% brick on the rear of the buildings (excluding garage doors). The remaining percentages on the buildings can be stucco or hardi-plank.
6. The interior lots (as shown on the attached plan) may be not less than 60% brick on the fronts and sides of the buildings, and not less than 10% brick on the rear of the buildings (excluding garage doors). The remaining percentages on the buildings can be stucco or hardi-plank.

Approval of the site plan, subject to the following conditions:

1. Final engineering plans and specifications must be approved by the Town, including the following:
 - a. Existing and proposed utility mains and service connections, in accordance with the Town's standard construction specifications and the existing development plans for Addison Circle.
 - b. Grading and drainage design for all necessary on-site and off-site improvements.
 - c. Street, sidewalk, and driveway design.
2. All proposed public infrastructure must be located within dedicated right-of-way or appropriate easements.

3. Proposed fire hydrant layout must be approved by the Town's Fire Chief.
4. All on-site engineering design must be coordinated with the proposed plan preparation of the adjacent Spectrum Drive.
5. Traffic control, signalization, and erosion control plans must be prepared for all on-site and off-site improvements.

Voting Aye: Bernstein, Braun, Doepfner, Herrick

Voting Nay: None

Absent: Benjet, Jandura

Administrative Recommendation:

Administration recommends approval.

Item #R9 – Consideration of a Resolution authorizing the City Manager to enter into an advertising contract with the Dallas Morning News to purchase 26 insertions in the Friday Guide.

Attachments:

1. Council Agenda Item Overview
2. Resolution
3. Contract

Administrative Recommendation:

Administration recommends approval.

Item #R10 – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$30,000.00 with the Texas Chamber Orchestra for fiscal year 2003-2004, subject to final review and approval of the City Attorney.

Attachments:

1. Council Agenda Item Overview
2. Resolution
3. Contract

Administrative Recommendation:

Administration recommends approval.

Adjourn Meeting

Posted 5:00 p.m.
November 6, 2003
Carmen Moran
City Secretary

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL

October 28 , 2003
7:30 p.m. - Council Chambers
5300 Belt Line Road

Present: Mayor Wheeler, Councilmembers Chow, Mallory, Niemann, Silver, Turner
Absent: Hirsch

Item #R1 – Consideration of Old Business

The following employees were introduced to the Council: Jeff Patterson (Fire), Sean Allen (Police), Cheryl Spriggs (Courts), Bruce Ellis (Development Services) and Kay Daigle, visitor (Divinity Student).

Ron Whitehead, City Manager, announced upcoming events: Annual Halloween Party at the Addison Athletic Club on October 30, 2003, Halloween Event at Brookhaven Club Drive on October 31, 2003, and a visit from the City of Denton officials touring Addison Circle on October 31, 2003.

Item #R2 – Consent Agenda

Items #2c, #2d and #2f were considered separately.

Item #2a – Approval of the Minutes for the October 14, 2003 Council meeting.

Item #2b – Consideration of a Resolution authorizing the City Manager to enter into a contract in an amount not to exceed \$3,000.00 with Trinity River Authority (TRA) for wastewater testing services. Approved (R03-098)

Item #2e – Consideration of a Resolution approving sponsorship in the amount of \$50,000.00 for the Cavanaugh Flight Museum to assist the museum in their marketing efforts. Approved (R03-101)

Councilmember Mallory moved to duly approve the above items. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Mallory, Niemann, Silver, Turner
Voting Nay: None
Absent: Hirsch

Item #2c – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$223,820.00 with Jim Bowman Construction Company, L.P. for the Airport Parkway realignment project.

Council member Mallory moved to duly pass Resolution No. R03-099 authorizing the City Manager to enter into a contract in the amount of \$223,820.00 with Jim Bowman

Construction Company, L.P. for the Airport Parkway realignment project. Councilmember Silver seconded. The motion carried.

Voting Aye: Wheeler, Chow, Mallory, Niemann, Silver, Turner
Voting Nay: None
Absent: Hirsch

Item #2d – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$222,740.50 for the Richard Byrd Drive pavement reconstruction project.

Council member Mallory moved to duly pass Resolution No. R03-099 authorizing the City Manager to enter into a contract in the amount of \$223,820.00 with Rebcon for the Richard Byrd Drive pavement reconstruction project. Councilmember Silver seconded. The motion carried.

Voting Aye: Wheeler, Chow, Mallory, Niemann, Silver, Turner
Voting Nay: None
Absent: Hirsch

Item #2f – Consideration of a Resolution authorizing the City Manager to enter into an agreement with Hand & Associates Marketing Communications for advertisement in the November 2003 and March 2004 editions of the Addison/North Dallas Corridor Guide publication.

Councilmember Silver moved to duly pass Resolution No. R03-102 authorizing the City Manager to enter into an agreement with Hand & Associates Marketing Communications for advertisement in the November 2003 and March 2004 editions of the Addison/North Dallas Corridor Guide publication. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Mallory, Niemann, Silver, Turner
Voting Nay: None
Absent: Hirsch

Item #R3 – Proclamation for Municipal Court Week, November 3-7, 2003.

Mayor Wheeler presented a Proclamation for Municipal Court Week to Judge Dwight and Court Administrator, Paula Dale, of Addison Municipal Courts.

Councilmember Niemann recused himself and left Council chambers.

Item #R4 – **PUBLIC HEARING** and **SECOND READING** of an Ordinance granting a gas utility franchise to TXU Gas Company to construct, maintain and operate pipelines and equipment in the Town for the transporting, delivery, sale and distribution of natural gas in, out of, and through the Town, and providing for the payment of a fee by TXU Gas Company for the use of public rights-of-ways and for other terms and conditions in connection with the provision of natural gas.

Mayor Wheeler completed a Second reading of the Ordinance.

Mayor Wheeler opened the meeting as a public hearing. There were no questions or comments. Mayor Wheeler closed the meeting as a public hearing.

No action taken.

Councilmember Niemann returned to the Council chambers.

Item #R5 – Presentation and discussion of the Railroad Crossing Reliability Partnership Program.

No action taken.

Item #R6 – Consideration of a Resolution amending the Code of Ordinances of the Town by amending Chapter 22 (Businesses) by adding a new article relating to solicitation and prohibiting solicitation by coercion and restricting solicitations near automated teller machines, financial institutions, exterior pay public telephones, self-service car washes, self-service fuel pumps, public transportation stops, and valet parking service stands, and amending Chapter 70 (Streets, Sidewalks, and other Public Places) of the said Code of Ordinances by adding a new article prohibiting solicitations for rides, contributions, employment, signatures, businesses, and publications from the occupant of any vehicle on a public roadway, and containing other provisions in connection therewith and relating hereto.

Councilmember Niemann moved to duly pass Ordinance No. 003-036 amending the Code of Ordinances of the Town by amending Chapter 22 (Businesses) by adding a new article relating to solicitation and prohibiting solicitation by coercion and restricting solicitations near automated teller machines, financial institutions, exterior pay public telephones, self-service car washes, self-service fuel pumps, public transportation stops, and valet parking service stands, and amending Chapter 70 (Streets, Sidewalks, and other Public Places) of the said Code of Ordinances by adding a new article prohibiting solicitations for rides, contributions, employment, signatures, businesses, and publications from the occupant of any vehicle on a public roadway, and containing other provisions in connection therewith and relating hereto, subject to language clarification by the City Attorney. Councilmember Chow seconded. The motion carried.

Voting Aye: Wheeler, Chow, Mallory, Niemann, Silver, Turner

Voting Nay: None

Absent: Hirsch

Item #R7 – Consideration of a Resolution authorizing the City Manager to enter into a contract in the amount of \$49,750.00 with Caswell International Corporation to replace and install the bullet trap for the Addison Police Department.

Councilmember Turner moved to duly pass Resolution No. R03-103 authorizing the City Manager to enter into a contract in the amount of \$49,750.00 with Caswell International

Corporation to replace and install the bullet trap for the Addison Police Department. Councilmember Mallory seconded. The motion carried.

Voting Aye: Wheeler, Chow, Mallory, Niemann, Silver, Turner
Voting Nay: None
Absent: Hirsch

Item #R8 – Consideration of a Resolution authorizing the City Manager to contribute \$10,000.00 to the “Save The Game” Committee to keep the Texas/OU game in the Dallas Metroplex.

Councilmember Silver moved to duly pass Resolution No. R03-104 authorizing the City Manager to contribute \$10,000.00 to the “Save The Game” Committee to keep the Texas/OU game in the Dallas Metroplex, subject to approval by the City Manager and the City Attorney. Councilmember Turner seconded. The motion carried.

Voting Aye: Wheeler, Chow, Mallory, Niemann, Silver, Turner
Voting Nay: None
Absent: Hirsch

There being no further business before the Council, the meeting was adjourned.

Mayor

Attest:

City Secretary

Council Agenda Item: #2b

SUMMARY:

We are recommending that the Council approve final payment totaling \$2,307.71 to J&J Sprinkler and Landscape, Inc. for completion of the Brookhaven Club Drive median and parkway landscape improvements.

FINANCIAL IMPACT:

Budgeted Amount: \$130,000.00

Cost: \$92,308.22

The original contract amount was \$90,502.82. There was one change order for \$1,805.40, which included adding an additional area drain and upgrading the trees from balled and burlap, field-grown trees to container grown trees. \$26,960.00 of the total contract was funded from the parks operations budget, and the remaining \$65,348.22 was funded from the Brookhaven Club Drive sewer line improvements capital account.

BACKGROUND:

This project involved installation of irrigation and landscaping on the Brookhaven Club Drive medians and parkway at the southeast corner of Marsh Lane and Brookhaven Club Drive. The new irrigation replaces the old system, which was installed in 1977. This system will be controlled by our central control irrigation system (Rain Master), allowing us to monitor watering from the Service Center via a weather station. The weather station shuts down the irrigation if rainfall is occurring, adjusts run times based upon evapo-transpiration rates, and allows us to monitor water flow. It will automatically shut the system off if a significant break occurs in a line, thus eliminating wasted water.

Everything, including landscaping, was removed on the parkway at the southeast corner of Marsh Lane and Brookhaven Club Drive when the Brookhaven sanitary sewer line was replaced earlier this year. A new sidewalk was installed that includes a plaza area with benches for the DART bus stop, pedestrian lighting and a waste receptacle.

Funds are budgeted for FY2003-2004 to sod the Brookhaven Club Drive medians.

RECOMMENDATION:

J&J completed the work on schedule and did a good quality job. Staff recommends approval.

Council Agenda Item: #2c

SUMMARY:

We are recommending that the Council approve final payment totaling \$3,363.94 to American Civil Constructors, Inc. for completion of the Oaks North entry monument signs and sidewalk paving.

FINANCIAL IMPACT:

Budgeted Amount: \$95,000.00 (\$47,500 – Town's Share of Cost)

Cost: \$67,278.73 (Town's share - \$34,782.87)

This project was funded from the FY 2002-2003 parks operations budget. In addition to the original contract amount of \$59,373.73, there were two Change Orders totaling \$7,905.00. One Change Order was for constructing a retaining wall along the new sidewalk on Oaks North Drive, and replacement of the old pathway on the west side of the Finance Building, which connects to the Oaks North sidewalk. The other Change Order covered the cost to raise one of the new stone columns at the Belt Line Road entrance to match the elevation of its matching column in the center median.

BACKGROUND:

The Town and the Oaks North Homeowners Association (ONHA) shared the cost for these improvements. The work involved installation of stone monument signs at the two entrances to Oaks North at Belt Line Road and Montfort Drive. New sidewalks were constructed in the center median on Oaks North Drive and Belt Line Road replacing the old cobble walks.

Staff worked closely with the ONHA Board representatives during construction of this project. The Board is pleased with the final product. Landscape upgrades were also completed at both entrances as well.

RECOMMENDATION:

American Civil Constructors completed the work in a satisfactory manner. Staff recommends approval.

Council Agenda Item: #2d

SUMMARY:

To consider approving the contract for service between the Town of Addison and the Metrocrest Chamber of Commerce in the amount of \$9,000 as authorized in the FY 2003/04 General Fund budget.

FINANCIAL IMPACT:

Budgeted Amount: \$9,000.00

Cost: \$9,000.00

BACKGROUND:

During the FY 2003/04 budget process, the City Council approved a funding request for the Metrocrest Chamber of Commerce in the amount of \$9,000.

In order to receive the funded amount, the Metrocrest Chamber of Commerce shall provide the following services in FY 2003/04:

- Provide a familiarization tour of the Metrocrest area.
- Provide economic development convention participation.
- Provide a familiarization tour of Metrocrest businesses.
- Provide support for the Metroplex International Development Association (MIDAS).
- Provide resource materials and publishing of new/updated economic development resource materials.

RECOMMENDATION:

It is recommended that the City Council approve a resolution authorizing the City Manager to enter into a contract for services in the amount not to exceed \$9,000 with the Metrocrest Chamber of Commerce. This contract shall be subject to final review and approval by the City Attorney.

AGENCY	FY 2002/03 FUNDING LEVEL	FY 2003/04 FUNDING LEVEL
<i>GENERAL FUND:</i>		
Communities in Schools Dallas, Inc.	\$30,000	\$40,000
Senior Adult Services	\$15,000	\$15,000
Metrocrest Social Service Center	\$15,000	\$15,000
Metrocrest Chamber of Commerce	\$9,000	\$9,000
Special Care and Career Services	\$5,000	\$5,000
H.O.P.E.	\$5,000	\$5,000
The Family Place	\$5,000	\$5,000
DFW International *	\$0	\$2,500
Metrocrest Family Medical Clinic	\$0	\$0
SUBTOTAL	\$ 84,000	\$ 96,500
 <i>HOTEL FUND:</i>		
WaterTower Theatre **	\$380,000	\$380,000
Texas Chamber Orchestra	\$15,000	\$30,000
Brookhaven College Center for the Arts	\$8,500	\$8,500
Dance Council	\$6,700	\$6,600
Repertory Company Theatre	\$8,700	\$5,000
Nova Dancing Company (Barefoot Brigade) *	\$0	0
SUBTOTAL	\$ 418,900	\$ 430,100
 GRAND TOTAL	 \$ 502,900	 \$ 526,600

* Indicates a first time request

** Request includes \$150,000 in potential Town "Matching Funds"

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONTRACT FOR SERVICES WITH THE METROCREST CHAMBER OF COMMERCE TO PERFORM CERTAIN SERVICES FOR THE CITY FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2004 AS SET FORTH AND DESCRIBED IN THE ATTACHED CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Contract for Services by and between the Town of Addison, Texas and the Metrocrest Chamber of Commerce for the fiscal year beginning October 1, 2003 and ending September 30, 2004, a true and correct copy of which Contract is attached hereto, is hereby approved.

Section 2. The City Manager is authorized and empowered to execute the said Contract for Services on behalf of the City and to take all steps necessary to carry out the terms thereof.

Section 3. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this _____ day of _____, 2003.

Mayor R. Scott Wheeler

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

CONTRACT FOR SERVICES

This Contract for Services is made and entered into as of the 1st day of October, 2003 by and between the Town of Addison, Texas (the "City") and the Metrocrest Chamber of Commerce (the "Chamber").

WITNESSETH:

WHEREAS, the Chamber is an independent non-profit corporation established under the laws of the State of Texas for the purpose of promoting business in the City; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, has authority to promote the economic development and to stimulate business and commercial activity within the City, and the services provided by the Chamber hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens and the economic development of the City.

NOW, THEREFORE, in consideration of all mutual covenants and agreements hereinafter set forth, the parties do hereby covenant and agree as follows:

I. TERM

The term of this contract shall be for a period of one year from the 1st day of October, 2003 through the 30th day of September, 2004, except as otherwise provided for herein.

II. SERVICES

A. The Chamber shall provided to the City the following services:

The Chamber shall assist the City in its economic development activities and assist in developing programs that will enhance business opportunities throughout the Metrocrest region.

Five key program areas in which the Chamber shall assist the City include:

1. Familiarization tour of the Metrocrest.
2. Economic Development convention participation.
3. Familiarization tour of Metrocrest businesses.
4. Metroplex International Development Association (MIDAS) support.
5. Resource materials - publishing of new (updated) Economic Development resource materials.

B. The Mayor of the City shall serve as an Ex-Officio Director of the Chamber and as a member of the Chamber's Economic Development Committee. The City's staff member responsible for Economic Development shall also be a member of the Committee.

III. COMPENSATION

A. For the design, development and implementation of the programs enumerated in Section II above, the City shall pay to the Chamber the sum of Nine Thousand and No/100 Dollars (\$9,000.00).

B. The City shall make a payment in the amount of Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) upon the receipt of a statement in January, 2004, and in the amount of Four Thousand Five Hundred and No/100 Dollars (\$4,500.00) upon the receipt of a statement in July, 2004, provided the Chamber is not then in default of this Contract. The Chamber shall provide its monthly financial statements to the City Manager. Such reports shall include statements of revenues and expenses. The City Manager shall also receive a copy of the Annual Business Plan and Annual Report of program activity. No payment shall be made during any period in which this provision is not complied with. Within 90 days following the termination of the Chamber's fiscal year, a financial statement for the Chamber prepared by a Certified Public Accountant of all activities funded by this Contract shall be provided to the City Manager. Such statement shall provide sufficient information as to support the accuracy of the monthly financial statements.

IV. RESPONSIBILITY; INDEMNIFICATION

Chamber agrees to assume and does hereby assume all responsibility and liability for damages or injuries sustained by persons or property, whether real or asserted, by or from the performance of services performed and to be performed hereunder by Chamber, its officials, officers, employees, agents, servants, invitees, contractors, subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Chamber covenants and agrees to and shall defend, indemnify and hold harmless the City, its officials, officers, agents and employees (together, "Indemnified Persons") against, and hold the Indemnified Persons harmless from, any and all liability, losses, penalties, claims, lawsuits, actions, causes of action, costs, expenses, or fees (including, without limitation, attorney's fees), breach of contract, or any other harm for which any type of recovery (whether at law, in equity, or otherwise) is sought (together, "Claims"), resulting from or based upon, in whole or in part, any act omission of Chamber, its officials, officers, employees, agents, servants, invitees, contractors, subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, under or in connection with this Contract, the performance thereof by Chamber, or any of its activities, and regardless of whether or not any such Claims is caused in part by any of the Indemnified Persons. Chamber agrees to reimburse the City for all sums which the City may pay or may be paid on behalf of the City or which the City may be compelled to pay in settlement of any Claims, including without limitation any

Claims under the provisions of any workers compensation law or other similar law. The provisions of this Section shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if Chamber has failed at the time of such cancellation and termination to provide all of the services set forth herein, Chamber shall refund to the City that portion of funds paid to Chamber under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Chamber shall be determined by dividing the amount paid by the City under this Contract by 365 (the "daily rate"), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of Chamber and the City under this Contract shall be discharged and terminated (except as otherwise provided herein) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer or employee of Chamber shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, Chamber shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Chamber shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Chamber from the funds provided by the City. The approval of Chamber's annual budget creates a fiduciary duty in Chamber with respect to the funds provided by the City under this Contract.

The funds paid to Chamber pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds

received hereunder from the City may be spent for day-to-day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Chamber shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the twenty-first (21st) day after the close of each quarter (beginning with the quarter ending December 31, 2003, with the last quarter ending September 30, 2004), Chamber shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Chamber of the funds paid to Chamber under this Contract; and (b) a year-to-date report of the expenditures made by Chamber of the funds paid to Dance Council under this Contract (and if this Contract is terminated prior to its expiration, Chamber shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, Chamber shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of Chamber's fiscal year, Chamber shall provide the City with a financial statement signed by the Chairman of Chamber's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Chamber's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Chamber is that of independent contractor, and the City and Chamber by the execution of this Contract do not change the independent status of Chamber. No term or provision of this Contract or action by Chamber in the performance of this Contract is intended nor shall be construed as making Chamber the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

IX. NON-ASSIGNABILITY

Chamber may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and Chamber are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, Chamber agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS

Chamber shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Chamber agree to provide the other

with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Mario Canizares
Assistant to the City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Chamber's address:

Attn: _____

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XIX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and Chamber and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and Chamber.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

**METROCREST CHAMBER OF
COMMERCE**

By: _____
Ron Whitehead, City Manager

By: _____

Chairman of the Board

ATTEST:

ATTEST:

By: _____
Carmen Moran, City Secretary

By: _____
_____, President/CEO

Council Agenda Item: #2e

SUMMARY:

To consider approval of the contract for service between the Town of Addison and Special Care and Career Services in the amount of \$5,000 as authorized in the FY 2003/04 General Fund budget.

FINANCIAL IMPACT:

Budgeted Amount: \$5,000.00

Cost: \$5,000.00

BACKGROUND:

During the FY 2003/04 budget process, the City Council approved a funding request from Special Care and Career Services in the amount of \$5,000.

In order to receive the funded amount, Special Care and Career Services shall provide the following services in FY 2003/04:

- Provide early childhood intervention through speech, physical, developmental and other specialized behavioral therapies.
- Provide support employment services through occupational training for adults with mental retardation, job matching assistance and job performance support
- Provide detailed quarterly financial statements and program results.

RECOMMENDATION:

It is recommended that the City Council approve a resolution authorizing the City Manager to enter into a contract for services in the amount not to exceed \$5,000 with Special Care and Career Services. This contract shall be subject to final review and approval by the City Attorney.

AGENCY	FY 2002/03 FUNDING LEVEL	FY 2003/04 FUNDING LEVEL
<i>GENERAL FUND:</i>		
Communities in Schools Dallas, Inc.	\$30,000	\$40,000
Senior Adult Services	\$15,000	\$15,000
Metrocrest Social Service Center	\$15,000	\$15,000
Metrocrest Chamber of Commerce	\$9,000	\$9,000
Special Care and Career Services	\$5,000	\$5,000
H.O.P.E.	\$5,000	\$5,000
The Family Place	\$5,000	\$5,000
DFW International *	\$0	\$2,500
Metrocrest Family Medical Clinic	\$0	\$0
SUBTOTAL	\$ 84,000	\$ 96,500
 <i>HOTEL FUND:</i>		
WaterTower Theatre **	\$380,000	\$380,000
Texas Chamber Orchestra	\$15,000	\$30,000
Brookhaven College Center for the Arts	\$8,500	\$8,500
Dance Council	\$6,700	\$6,600
Repertory Company Theatre	\$8,700	\$5,000
Nova Dancing Company (Barefoot Brigade) *	\$0	0
SUBTOTAL	\$ 418,900	\$ 430,100
 GRAND TOTAL	 \$ 502,900	 \$ 526,600

* Indicates a first time request

** Request includes \$150,000 in potential Town "Matching Funds"

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONTRACT FOR SERVICES WITH SPECIAL CARE AND CAREER SERVICES TO PERFORM CERTAIN SERVICES FOR THE CITY FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2004 AS SET FORTH AND DESCRIBED IN THE ATTACHED CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Contract for Services by and between the Town of Addison, Texas and Special Care and Career Services for the fiscal year beginning October 1, 2003 and ending September 30, 2004, a true and correct copy of which Contract is attached hereto, is hereby approved.

Section 2. The City Manager is authorized and empowered to execute the said Contract for Services on behalf of the City and to take all steps necessary to carry out the terms thereof.

Section 3. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this _____ day of _____, 2003.

Mayor R. Scott Wheeler

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

STATE OF TEXAS

§

CONTRACT FOR SERVICES

COUNTY OF DALLAS

§

§

This Contract for Services (“Contract”) made and entered into as of the 1st day of October, 2003 by and between the Town of Addison, Texas (the “City”) and Special Care and Career Services (“Provider”).

WITNESSETH:

WHEREAS, Provider is a private, non-profit organization established under the laws of the State of Texas for the purpose of providing services to children and adults with disabilities since 1963; and

WHEREAS, Provider provides and will continue to provide “early childhood intervention” to citizens of the City and of the region surrounding the City through speech, physical, developmental and other specialized behavioral therapies; and,

WHEREAS, Provider provides and will continue to provide “supported employment services” to citizens of the City and of the region surrounding the City through occupational training for adults with mental retardation, job matching assistance and job performance support for these individuals; and

WHEREAS, Provider will provide these services in a manner consistent with the Town of Addison's non-profit agency reporting requirements by submitting quarterly client service reports, regular organizational financial reports, and updates on City clients served by the agency as well as identifying a staff person with Provider to be designated as a liaison to the City through which all reporting and communication shall flow; and

WHEREAS, the success or failure of Provider’s purposes and objectives has a direct impact on the health, comfort, and welfare of the citizens of the City; and

WHEREAS, the City has full power of local self government, has authority to contract with other persons, has authority to adopt regulations that are for the good government, peace, and order of the City, has authority to enforce laws reasonably necessary to protect the public health, and the services provided by Provider hereunder are in the public interest and are for, constitute and serve a public purpose in promoting the health and welfare of the citizens of the City.

NOW, THEREFORE, for and in consideration of all mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the parties do hereby contract, covenant and agree as follows:

I. TERM

The term of this contract and agreement shall be for a period of one year from the 1st day of October, 2003 through the 30th day of September, 2004, except as otherwise provided for herein.

II. SERVICES

Provider covenants and agrees that it shall:

(a) Provide "early childhood intervention" to citizens of the City and of the region surrounding the City through speech, physical, developmental and other specialized behavioral therapies; and

(b) Provide "supported employment services" to citizens of the City and of the region surrounding the City through occupational training for adults with mental retardation, job matching assistance and job performance support for these individuals; and

(c) Provide such services in a manner consistent with the Town of Addison's non-profit agency reporting requirements by submitting quarterly client service reports, regular organizational financial reports, and updates on City clients served by the agency as well as identifying a staff person with Provider to be designated as a liaison to the City through which all reporting and communication shall flow; and

(d) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter explaining all expenditures.

III. COMPENSATION

For the operation and provision of the services, projects and programs of Provider as described herein, the City shall pay Provider the sum of Five Thousand and No/100 Dollars (\$5,000.00). Such sum shall be paid on or before January 9, 2004, provided Provider is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

Provider agrees to assume and does hereby assume all responsibility and liability for damages or injuries sustained by persons or property, whether real or asserted, by or from the performance of services performed and to be performed hereunder by Provider, its officials, officers, employees, agents, servants, invitees, contractors, subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Provider covenants and agrees to and shall defend, indemnify and hold harmless the City, its officials, officers, agents and employees (together, "Indemnified Persons") against, and hold the

Indemnified Persons harmless from, any and all liability, losses, penalties, claims, lawsuits, actions, causes of action, costs, expenses, or fees (including, without limitation, attorney's fees), breach of contract, or any other harm for which any type of recovery (whether at law, in equity, or otherwise) is sought (together, "Claims"), resulting from or based upon, in whole or in part, any act omission of Provider, its officials, officers, employees, agents, servants, invitees, contractors, subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, under or in connection with this Contract, the performance thereof by Provider, or any of its activities, and regardless of whether or not any such Claims is caused in part by any of the Indemnified Persons. Provider agrees to reimburse the City for all sums which the City may pay or may be paid on behalf of the City or which the City may be compelled to pay in settlement of any Claims, including without limitation any Claims under the provisions of any workers compensation law or other similar law. The provisions of this Section shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if Provider has failed at the time of such cancellation and termination to provide all of the services set forth herein, Provider shall refund to the City that portion of funds paid to Provider under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Provider shall be determined by dividing the amount paid by the City under this Contract by 365 (the "daily rate"), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of Provider and the City under this Contract shall be discharged and terminated (except as otherwise provided herein) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business. No officer or employee of Provider shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, Provider shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Provider shall make such periodic reports to the City, as provided for herein, listing the expenditures made by Provider from the funds provided by the City. The approval of Provider's annual budget creates a fiduciary duty in Provider with respect to the funds provided by the City under this Contract.

The funds paid to Provider pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Provider shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the twenty-first (21st) day after the close of each quarter (beginning with the quarter ending December 31, 2003, with the last quarter ending September 30, 2004), Provider shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Provider of the funds paid to Provider under this Contract; and (b) a year-to-date report of the expenditures made by Provider of the funds paid to Dance Council under this Contract (and if this Contract is terminated prior to its expiration, Provider shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, Provider shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of Provider's fiscal year, Provider shall provide the City with a financial statement signed by the Chairman of Provider's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Provider's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Provider is that of independent contractor, and the City and Provider by the execution of this Contract do not change the independent status of Provider. No term or provision of this Contract or action by Provider in the performance of this Contract is intended nor shall be construed as making Provider the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

IX. NON-ASSIGNABILITY

Provider may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and Provider are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. NON-DISCRIMINATION

During the term of this Contract, Provider agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS

Provider shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended.

XIII. VENUE; GOVERNING LAW

In the event of any action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XV. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVI. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Provider agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Mario Canizares
Assistant to the City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Provider' address:

Attn: _____

XVII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XVIII. AUTHORITY TO EXECUTE CONTRACT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XIX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and Provider and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and Provider.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

SPECIAL CARE AND CAREER SERVICES

By: _____
Ron Whitehead, City Manager

ATTEST:

By: _____
Carmen Moran, City Secretary

By: _____

(printed name)

Its: _____

ATTEST:

By: _____

(printed name)

Its: _____



#R3-1

**Dallas Central
Appraisal District**

Date: October 27, 2003
To: R. Scott Wheeler, Mayor, Town of Addison
From: Foy Mitchell, Jr., Executive Director/Chief Appraiser
Re: Election of Representative to Board of Directors
Dallas Central Appraisal District

Pursuant to the provisions of the Property Tax Code, Section 6.03, your entity is entitled to participate in an election for the purpose of electing a member to the Board of Directors of the Dallas Central Appraisal District. Enclosed with this letter is a ballot, which has been prepared in accordance with the requirements of law.

In order for your entity to participate, your City Council must pass an official resolution stating your choice and deliver this petition to my office no later than December 15, 2003. Please see that this item is placed on your action agenda at the first possible time.

FMjr/vgh

Enclosure (ballot resolution and return envelope)

cc Ron Whitehead, City Manager

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF
ADDISON, DALLAS COUNTY, TEXAS CASTING ITS VOTE FOR
THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF
THE DALLAS CENTRAL APPRAISAL DISTRICT.**

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the independent school districts, except for the Dallas Independence School District shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said independent school districts shall, from the nominations received, elect by a

majority vote, with each independent school district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum; and,

WHEREAS, the Town of Addison does hereby cast its vote by marking the ballot below: (check one only)

- ☐ SHARON BARBOSA-CRAIN
- ☐ BILL BINFORD
- ☐ BRUCE MAHNKEN

NOW, THEREFORE BE IT RESOLVED that the City Council of the Town of Addison does hereby confirm its one (1) vote for the election of _____ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the 11th day of November 2003.

Mayor

ATTEST:

City Secretary

SEAL:

MERITORIOUS EXCEPTION TO THE ADDISON SIGN ORDINANCE
 STAFF REPORT
 ME 2003-9

Date: October 27, 2003
 Location of Request: 4945 Belt Line Road
 Business: Potbelly Restaurant

Ordinance Requirement

Sec. 62-163. Area.
 Total effective area of attached signs shall not exceed the following schedules:
 (1) On an attached sign located at a height of up to 36 ft, the effective area is limited to 1 sq ft of sign area for each linear foot of building frontage not to exceed 100 sq ft
 (2) An attached sign located at or exceeding a height of 36 ft shall be permitted an increase in maximum effective area. Such increases shall not exceed 4 sq ft in effective area for each additional 1 ft of height above 36 ft measured from the base of the sign to the building grade.
 (3) Attached signs may be located on each façade; however, the sum of the effective area of all attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section.
 (4) Building with 4 or more stories in height may have not more than 2 attached signs per façade provided that:
 a. Each sign is designated for a separate tenant.
 b. One sign must be located on or near the uppermost story of the building while the 2nd sign is to be located on the 1st or ground level floor.
 c. Signs may be no closer than 30 ft apart.
 d. The combined effective sq footage of both signs may not exceed twice the allowed effective sq footage as specified in subsections (1) and (2) of this section.
 (5) Maximum letter/logo height of attached signs shall not exceed twice the allowable effective area as specified in subsections (1) and (2) of this section. Maximum letter/logo height of attached signs shall be determined by the following schedule:

Sign Height (feet)	Letter/Logo Height (inches)
0 - 36	16
37 - 48	36
49 - 100	48
101 - 150	60
151 and up	7

a. Letter heights in excess of 72 inches must be approved by the city council.
 b. Not more than 50% of the letters in each individual sign height category may be 25% taller than the specified maximum letter/logo height.
 (6) Copy on awnings is allowed in accordance with the above regulations for area and letter height. For back-lit awnings, the area of the sign shall be based on the area of the awning that is back-lit or illuminated.

STAFF RECOMMENDATION: The signs will be located approximately 95' from Belt Line Road therefore staff recommends approval of a 30" letter. The allowable area on the south façade is 34.9 Sq. Ft. and staff recommends denial of any sign exceeding this allowed area.

STAFF: *Lynn Chandler*
 Lynn Chandler, Building Official

Request

The applicant is requesting:
 A sign on the south façade with letters 32" in height and an area of 66.22 Sq. Ft. and
 A sign on the east façade with letters 32" in height and an area of 48.36 Sq. Ft.

Variance

The ordinance allows 1 Sq. Ft. of signage for each Ft. of building length up to 100 Sq. Ft. and a maximum letter height of 20" for 50% of the letters with the remaining letters to be 16" or less in height.

To: Carmen Moran, Director Development Services

From: Lynn Chandler, Building Official

Date: October 28, 2003

Subject: Exceptions to the Sign Ordinance

In addition the following list consists of several exceptions to the sign ordinance that are similar to the request from Potbelly's Restaurant:

1. Centennial Liquor Store located at 15055 Inwood Road was granted an exception to place more than one sign on the east façade. March 1999
2. Hallmark located at 14312 Marsh Lane was granted an exception for letter heights of 36" and 26" due to the thin stroke of the letters and being located 250' from Marsh Lane. June 2000
3. Abbotsford Court located at 14775 Midway Road was granted an exception for letter heights of 29" and 24 " due to the thin stroke of the letters and being located 300' from Midway road. June 2001
4. Dunhill Property Management was granted an exception to place four murals, 81 Sq. Ft. each, on the south façade and five murals, 75 Sq. Ft. each, on the west façade of Suite 840 at 5100 Belt Line Road. These murals were considered signage but were approved because they were not deemed to be a blight or offensive. October 2001
5. Gilbert's Delicatessen Restaurant located at 4930 Belt Line Road Suite 100 was granted an exception for letter heights of 24", 22" and 20" due to a set back of 278' from Belt Line Road. March 2001
6. Hilton Garden Inn located at 4090 Belt Line Road was granted an exception for letter heights of 22" due to a set back of 355' from Belt Line Road. June 2002.
7. Isotag located at 4355 Excel Parkway Suite 100 was granted an exception for an attached sign with a logo height of 31.5 " and letter heights of 25" due to to a setback of 120' from Excel Parkway. July 2002.
8. BJ's Restaurant located at 4901 Belt Line Road was granted an exception for attached signs with letter heights of 39", 28", and murals with figures 8' and 9' in height. The signs were 110', 163', 135' and 143' respectively from Belt Line Road. December 2002.

9. Chip's Old Fashioned Hamburgers located at 4950 Belt line Suite 190 was granted an exception for an attached sign with letter heights of 30" due to a set back of 250' from Belt Line Road. April 2003.
10. Sigel's Liquor located at 15003 Inwood Road was granted an exception for an attached sign with letter heights of 24" due to a setback of 93' to 100' from Inwood Road. June 2003.
11. Two Rows Restaurant located at 17225 Dallas Pkwy was granted an exception for attached signage with letter heights of 30" due to setbacks of 110' from Dallas Pkwy and 147' from Addison Rd. July and September 2003.
12. Vartec Telcom/ Excel located at 16675 Addison Rd. and 4550 Excel Pkwy was granted an exception for attached signs with logo heights of 48" at 16775 Addison Rd. due to setbacks of 160' Excel Pkwy and 145' from Addison Rd. and logo heights of 36" at 4550 Excel Pkwy due to a setbacks of 95' and 105' from Excel Pkwy.

Addison!

BUILDING INSPECTION DEPARTMENT 16801 Westgrove Dr Addison Texas 75001 972/450-2881 fax: 972/450-2837

Application for Meritorious Exception to the Town of Addison Sign Ordinance

Application Date: 10.15.03

Filing Fee: \$200.00

Applicant: POTBELLY SANDWICH WORKS

Address: 222 MERCANDISE MART PLAZA - 23RD FLOOR

Suite#: _____

CHICAGO

IL

60654

Phone#: 312.475.3886

City

State

Zip

Fax#: 312.951.0300

Status of Applicant: Owner

Tenant X

Agent _____

Location where exception is requested:

4945 Belt Line Road, Addison, TX 75254

Reasons for Meritorious Exception:

We would like to install larger signage that relates to the overall size of the building in a more appropriate manner than what is allowed by the City of Addison sign code. We also want to increase the allowable size to match more closely to our signage standards seen at other restaurants around the country.

YOU MUST SUBMIT THE FOLLOWING:

12 COPIES OF THE PROPOSED SIGN SHOWING:

1. Lot Lines
2. Names of Adjacent Streets
3. Location of Existing Buildings
4. Existing Signs
5. Proposed Signs
6. Sketch of Sign with Scale and Dimensions Indicated (8.5 x 11 PLEASE)

11.2.03

2003

12.11.03

#R4-4

15280 Addison Road
Suite 300
Addison, TX 75001
Main 972.661.1011
Fax 972.385.8039
www.beltwayco.com



BELTWAY
COMMERCIAL REAL ESTATE

To whom it may concern

Let this letter serve as our approval for Potbelly Sandwich works to apply for a Meritorious Exception based on allowable sign square footage. The site, commonly known as 4945 Belt Line Road Addison, TX 75254, resides 85 feet from the roadway, allowing 33.4SF of signage. The Meritorious Exception would be used to increase the allowable sign square footage to 66.22SF, providing a better balance between building signage and building size, creating a more aesthetically pleasing look and feel.

If you have any questions regarding this matter, please do not hesitate to call.

Thank you for your time and consideration.

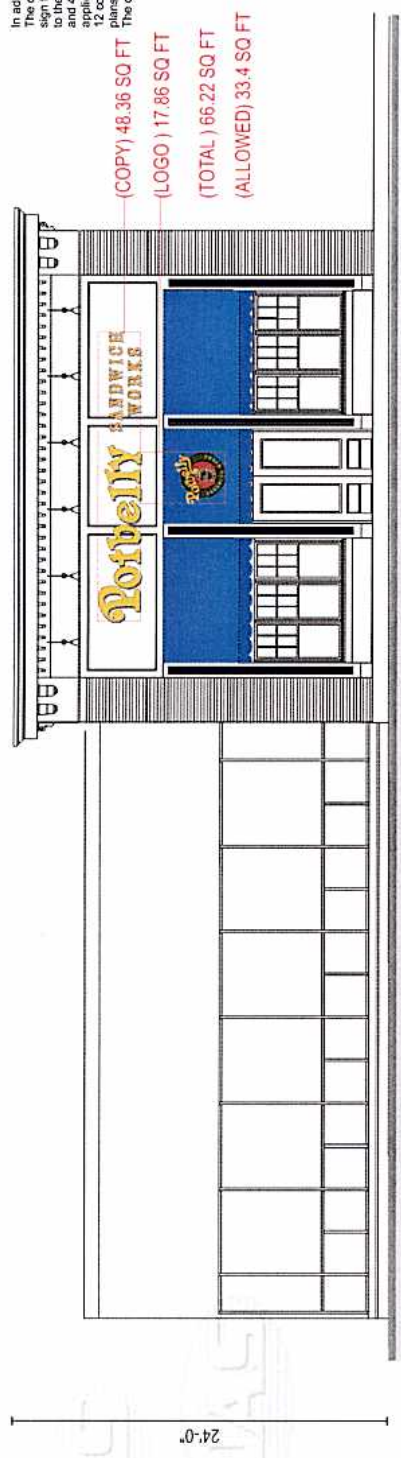
Respectfully yours,

Cole Snadon
Vice President

A

Sign as Requested

Signage Shall Not Exceed 1 square foot per linear foot of store front.
The Max. Letter Height Shall Be 18". 50% of these letters may be up to 20".
On the West elevation, the copy will be measured as detailed in the dashed red box.

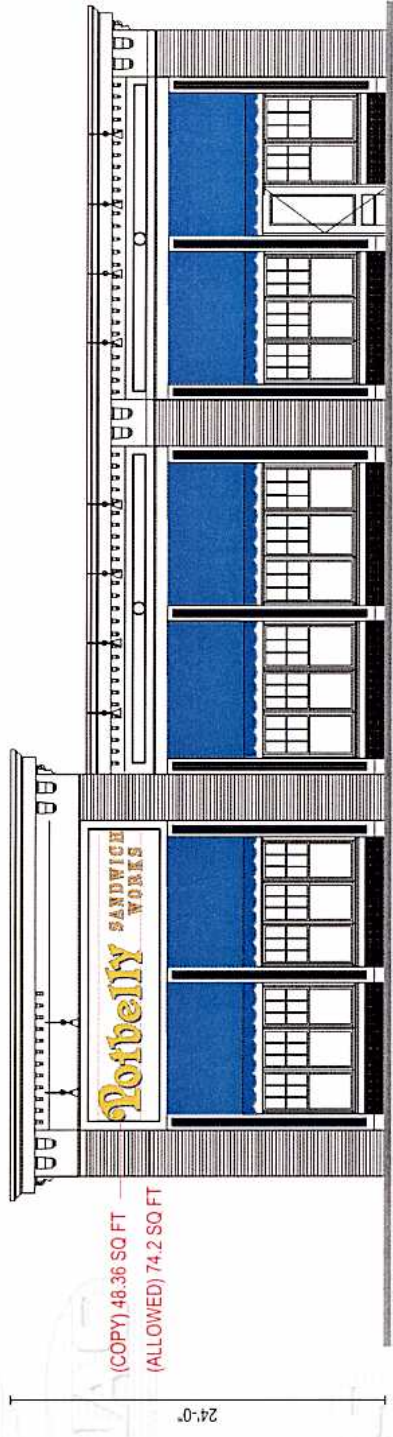


In addition I need to state the variance process:
The customer must prove they need a bigger sign. The sign must be submitted to the planning commission which meets on the 2nd and 4th Tuesday of each month. There is a \$200.00 application fee. The process takes approx. 6 weeks.
12 copies of elevation drawings, detail pages and site plans must be submitted 1 month prior to the meeting.
The city contact is Lynn Chandler at 972-450-7001

SOUTH ELEVATION - 1

SCALE 1/8" = 1'-0"

77'-4 1/2"



EAST ELEVATION - 2

SCALE 1/8" = 1'-0"

LETTERS:
5" DEEP CHANNEL LETTERS .063 ALUMINUM
RETURNS GLOSS ENAMEL TO MATCH 4061 GP YELLOW
FACES TO BE 4061 GP YELLOW WITH 1" JEWELITE
TO MATCH FACES
ILLUMINATED WITH 6500 WHITE EGL NEON TUBE.

SUB COPY:
FLAT CUT OUT 1/2" THICK ALUMINUM
LETTERS PAINTED TO MATCH 406-1 IGP
GOLD YELLOW (STUD MOUNTED TO FASCIA
NON-ILLUMINATED)

DESIGN # 030035r1	WORK ORDER #	APPROVAL
ADDRESS		CLIENT
CITY - STATE	ADDISON, TX	SALES
DATE	10-07-2003	COORDINATOR
SALES PERSON	TODD H.	ART DEPT.
DESIGNER	ZAPPA	



18'-10"

Potbelly SANDWICH WORKS

10 3/4"

2'-8"

LETTER ELEVATION

(COPY) 48.36 SQ FT

SCALE 1/2"=1'-0"

LETTERS:
5" DEEP CHANNEL LETTERS .063 ALUMINUM
RETURNS GLOSS ENAMEL TO MATCH 4061 GP YELLOW
FACES TO BE 4061 GP YELLOW WITH 1" JEWELITE
TO MATCH FACES
ILLUMINATED WITH 6500 WHITE EGL NEON
TUBE.

SUB COPY:
FLAT CUT OUT 1/4" THICK ALUMINUM
LETTERS PAINTED TO MATCH 4061 IGP
GOLD YELLOW (STUD MOUNTED TO FASCIA
NON-ILLUMINATED)

Signage Shall Not Exceed 1 square foot per linear foot of store front.
The Max. Letter height shall be 16". 50% of these letters may be up to 20".

On the West elevation, the copy will be measured as detailed in the dashed red box.

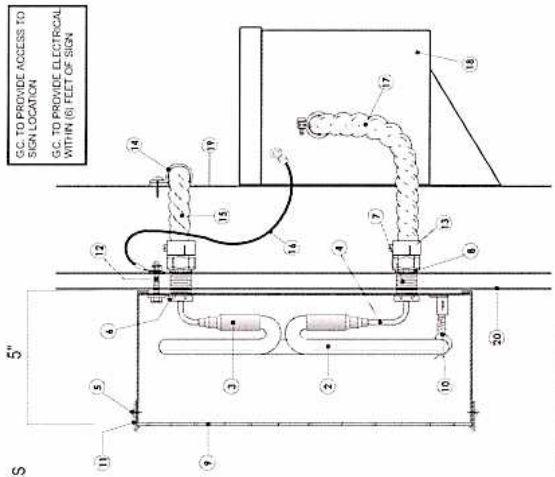
In addition I need to state the variance process:
The customer must prove they need a bigger sign for non economic reason. It must be presented to the planning commission which meets on the 2nd and 4th Tuesday of each month. There is a \$200.00 application fee. The process takes approx. 6 weeks. 12 copies of elevation drawings, detail pages and site plans must be submitted 1 month prior to the meeting. The city contact is Lynn Chandler at 972-450-7001



DESIGN # 0300351		WORK ORDER #		APPROVAL	
ADDRESS		CITY - STATE	ADDISON, TX	CLIENT	
DATE	10-07-2003	SALES PERSON	TODD H.	SALES	
DESIGNER	ZAPPA			COORDINATOR	
			SHEET 2 OF 4	ART DEPT.	

- 1 .063 ALUMINUM CHANNEL LETTER
SEE NOTES FOR DETAILS
- 2 15MM 6500 WHITE EGI NEON TUBE.
DOUBLE-BACK ELECTRODES -
- 3 "ELECTRO BITS" RUBBER ELECTRODE
BOOT #SS2 SHORT STOP -
- 4 14 GA. DLGTO-15 GTO WIRING -
- 5 RETAINER SCREW (PTM. RETAINER)-
- 6 COVER FOR THREADED
CONDUIT NIPPLE -
- 7 THREADED CONDUIT NIPPLE -
- 8 THREADED RETAINING RINGS -
- 9 3/16" PLEXIGLAS FACE - SEE NOTES
- 10 NEON TUBE SUPPORT -

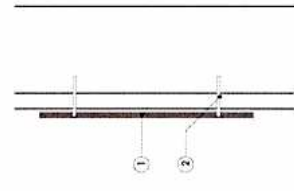
- 11 1" JEWELITE RETAINER - SEE NOTES
FOR DETAILS
- 12 STANDARD MOUNTING WITH
NUTS & WASHERS -
- 13 1/2" THREADED/SQUEEZE
CONNECTOR -
- 14 1/2" CONDUIT RETAINING
CLAMP -
- 15 1/2" FLEXIBLE CONDUIT TO
NEXT LETTER -
- 16 #12 GREEN GROUND WIRE -
- 17 1/2" FLEXIBLE CONDUIT TO
TRANSFORMER BOX -
- 18 METAL TRANSFORMER BOX
& TRANSFORMER -
- 19 METAL STUD TYPICAL -
- 20 WALL -



LETTER SECTION
(2) SETS OF CHANNEL LETTERS REQUIRED -

NOT TO SCALE

- 1 FLAT CUT OUT ALUMINUM
LETTERS
- 2 ALL THREAD STUDS FOR FLUSH
MOUNTING

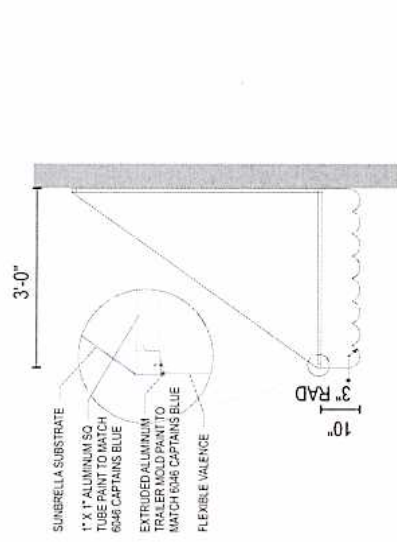


SUB COPY
(2) TWO REQUIRED

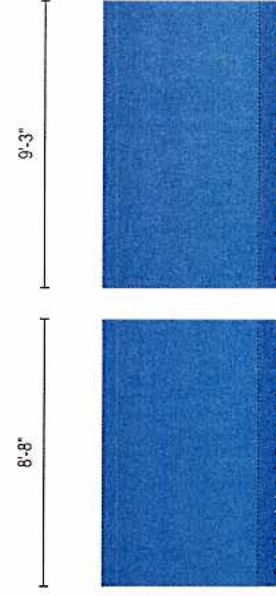
NOT TO SCALE

DESIGN # 03003511	WORK ORDER #	APPROVAL
ADDRESS		CLIENT
CITY - STATE	ADDISON, TX	SALES
DATE	10-07-2003	COORDINATOR
SALES PERSON	TODD H.	ART DEPT.
DESIGNER	ZAPPA	
SHEET 3 OF 4		





SCALE 1/4"=1'-0"



SCALE 1/4"=1'-0"

Fabricated 1" X 1" aluminum square tube Framing Primed And Painted To Match The Sunbrella.
Captain Navy #6046

DESIGN # 030035r1	WORK ORDER #	
ADDRESS		
CITY - STATE	ADDISON, TX	
DATE	10-07-2003	
SALES PERSON	TODD H.	
DESIGNER	ZAPPA	SHEET 4 OF 4

CLIENT

SALES

COORDINATOR

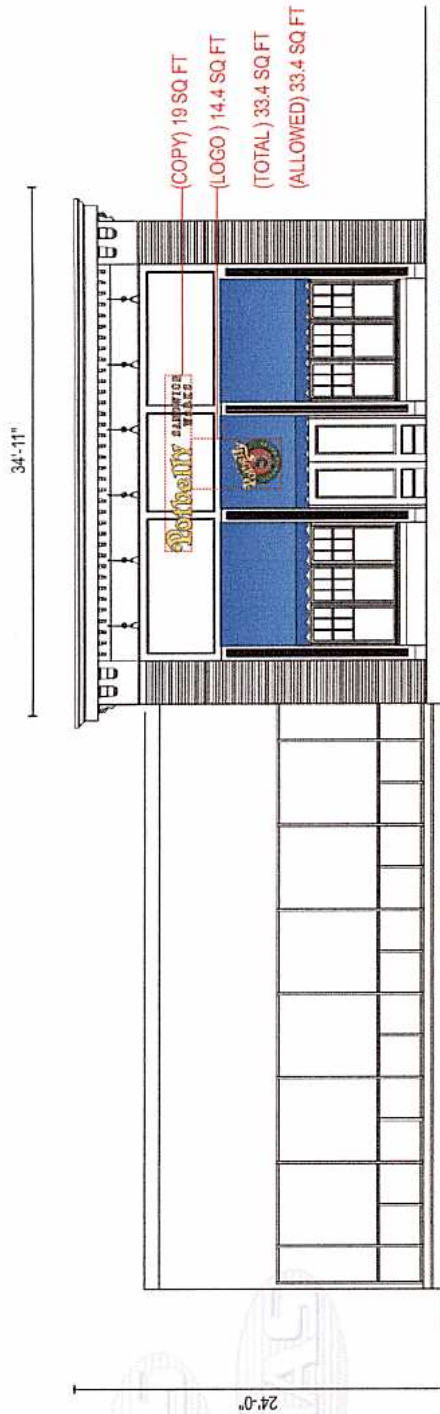
ART DEPT.

APPROVAL



B

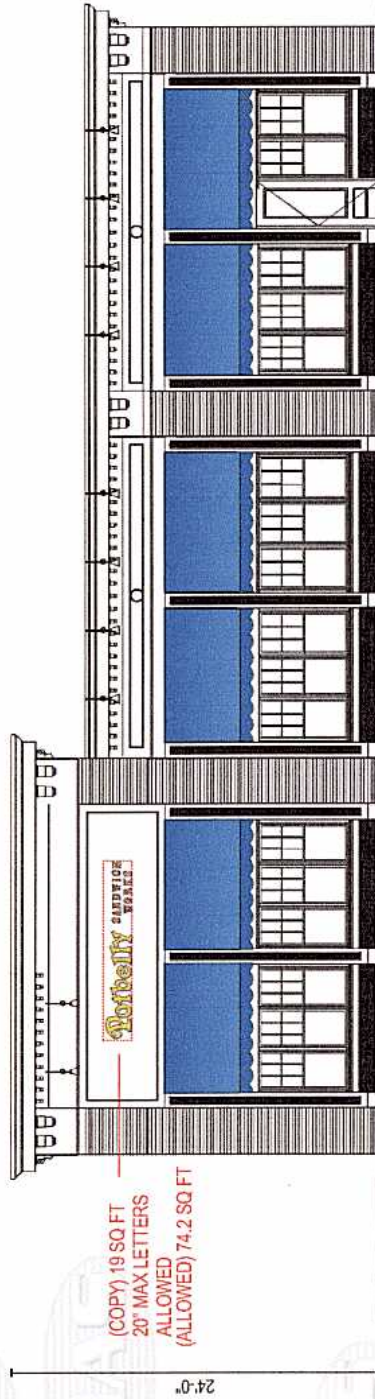
Sign as allowed by Ordinance



SOUTH ELEVATION - 1

SCALE 1/8" = 1'-0"

77'-4 1/2"



EAST ELEVATION - 2

SCALE 1/8" = 1'-0"

LETTERS:
5" DEEP CHANNEL LETTERS .063 ALUMINUM
RETURNS GLOSS ENAMEL TO MATCH PMS 482 BROWN
FACES TO BE 4061 GP YELLOW WITH 1" JEWELITE
TO MATCH RETURNS
ILLUMINATED WITH 6500 WHITE ECL. NEON
TUBE.

SUB COPY:
FLAT CUT OUT 1/2" THICK ALUMINUM
LETTERS PAINTED TO MATCH 406-1 GP
GOLD YELLOW (STUD MOUNTED TO FASCIA
NON-ILLUMINATED)

DESIGN #	030035	WORK ORDER #	APPROVAL
ADDRESS			CLIENT
CITY - STATE	ADDISON, TX		SALES
DATE	10-07-2003		COORDINATOR
SALES PERSON	TODD H.		ART DEPT.
DESIGNER	ZAPPA	SHEET 1 OF 4	



11'-10"

Potbelly SANDWICH WORKS

1'-6"

LETTER ELEVATION

(COPY) 19 SQ FT

SCALE 3/4"=1'-0"

LETTERS:

5" DEEP CHANNEL LETTERS .063 ALUMINUM
RETURNS GLOSS ENAMEL TO MATCH PMS 482 BROWN
FACES TO BE4061 GP YELLOW WITH 1" JEWELITE
TO MATCH RETURNS
ILLUMINATED WITH 6500 WHITE EGL NEON
TUBE

SUB COPY:

FLAT CUT OUT 1/2" THICK ALUMINUM
LETTERS PAINTED TO MATCH 406-1 IGP
GOLD YELLOW (STUD MOUNTED TO FASCIA
NON-ILLUMINATED)

Signage Shall Not Exceed 1 square foot per linear foot of store front.
The Max. Letter height shall be 16". 50% of these letters may be up to 20".

On the West elevation, the copy will be measured as detailed in the dashed red box.

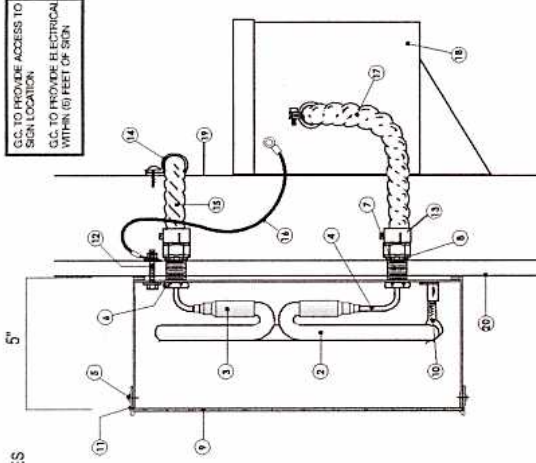
In addition I need to state the variance process:
The customer must prove they need a bigger sign for non economic reason. It must be presented to the planning commission which meets on the 2nd and 4th Tuesday of each month. There is a \$200.00 application fee. The process takes approx. 6 weeks. 12 copies of elevation drawings, detail pages and site plans must be submitted 1 month prior to the meeting. The city contact is Lynn Chandler at 972-450-7001



DESIGN # 030035	WORK ORDER #	APPROVAL
ADDRESS		CLIENT
CITY - STATE	ADDISON, TX	SALES
DATE	10-07-2003	COORDINATOR
SALES PERSON	TODD H.	ART DEPT.
DESIGNER	ZAPPA	
SHEET 2 OF 4		

- 1 .063 ALUMINUM CHANNEL LETTER
SEE NOTES FOR DETAILS
- 2 15MM 6500 WHITE EGL NEON TUBE
DOUBLE-BACK ELECTRODES .
- 3 *ELECTRO BITS* RUBBER ELECTRODE
BOOT #SS2 SHORT STOP .
- 4 14 GA. DLGTO-15 GTO WIRING .
- 5 RETAINER SCREW (P.T.M. RETAINER)-
- 6 COVER FOR THREADED
CONDUIT NIPPLE .
- 7 THREADED CONDUIT NIPPLE .
- 8 THREADED RETAINING RINGS .
- 9 3/16" PLEXIGLAS FACE - SEE NOTES
- 10 NEON TUBE SUPPORT .

- 11 1" JEWELITE RETAINER - SEE NOTES
FOR DETAILS
- 12 STANDARD MOUNTING WITH
NUTS & WASHERS .
- 13 1/2" THREADED/SQUEEZE
CONNECTOR .
- 14 1/2" CONDUIT RETAINING
CLAMP .
- 15 1/2" FLEXIBLE CONDUIT TO
NEXT LETTER .
- 16 #12 GREEN GROUND WIRE .
- 17 1/2" FLEXIBLE CONDUIT TO
TRANSFORMER BOX .
- 18 METAL TRANSFORMER BOX
& TRANSFORMER .
- 19 METAL STUD TYPICAL .
- 20 WALL .

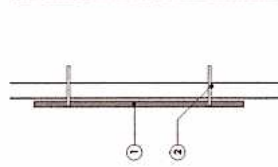


LETTER SECTION

(2) SETS OF CHANNEL LETTERS REQUIRED .

NOT TO SCALE

- 1 FLAT CUT OUT ALUMINUM
LETTERS
- 2 ALL THREAD STUDS FOR FLUSH
MOUNTING

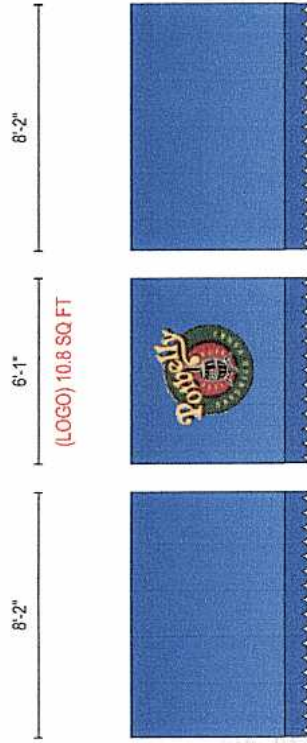


SUB COPY

(2) TWO REQUIRED

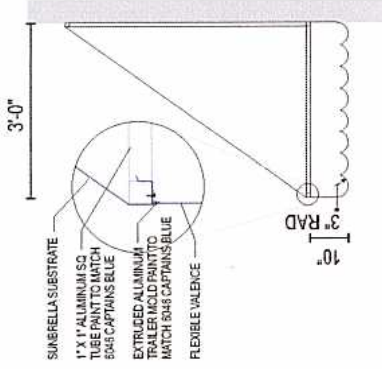
NOT TO SCALE

DESIGN # 030035	WORK ORDER #	APPROVAL
ADDRESS		CLIENT
CITY - STATE	ADDISON, TX	SALES
DATE	10-07-2003	COORDINATOR
SALES PERSON	TODD H.	ART DEPT.
DESIGNER	ZAPPA	
SHEET 3 OF 4		

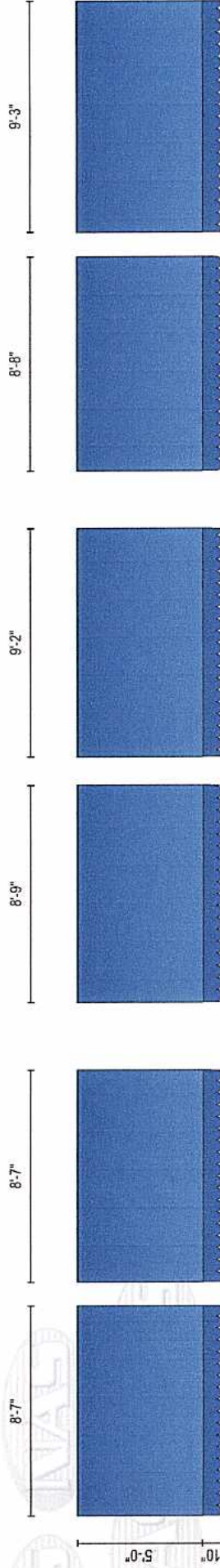


SOUTH AWNING ELEVATION - 1

SCALE 1/4" = 1'-0"



END VIEW



EAST AWNING ELEVATION - 2

SCALE 1/4" = 1'-0"

Substrate To Be Sunbrella Captain Navy #6046

Lettering To Be Yellow PMS Number 1235c

Fabricated 1" X 1" aluminum square tube Framing Primed And Painted To Match The Sunbrella.
Captain Navy #6046



DESIGN #	030035	WORK ORDER #	APPROVAL
ADDRESS			CLIENT
CITY - STATE	ADDISON, TX		SALES
DATE	10-07-2003		COORDINATOR
SALES PERSON	TODD H.		ART DEPT.
DESIGNER	ZAPPA	SHEET 4 OF 4	

EXHIBIT B

BELT LINE/QUORUM SHOPPING CENTER LEASE

DESCRIPTION OF SUBJECT PROPERTY

TRACT I

BEING a tract of land situated in the G.W. FISHER SURVEY ABSTRACT No. 482, Dallas County, Texas and being a portion of LOT 1, BLOCK A of BELTWAY - CENTRE ADDITION, an addition to the Town of Addison according to the plat as recorded in Volume 2003101, Page 21 of the Deed Records of Dallas County, Texas (DRDCT) and being all of LOT 3 of BELT LINE - QUORUM ADDITION, an addition to the Town of Addison according to the plat as recorded in Volume 91077, Page 4068 (DRDCT) and being more particularly described as follows:

BEGINNING at a point in the northerly right-of-way line of BELT LINE ROAD (variable width right-of-way), said point being at the southeasterly corner of LOT 2, BLOCK A of said BELTWAY - CENTRE ADDITION and the southwesterly corner of said LOT 3 of BELT LINE - QUORUM ADDITION;

THENCE departing the northerly right-of-way line of said BELT LINE ROAD, North 00°14'01" West, a distance of 357.33 feet to a point for corner;

THENCE North 00°02'32" East, a distance of 23.31 feet to a point for corner;

THENCE WEST, a distance of 2.38 feet to a point for corner;

THENCE North 00°17'34" West, a distance of 230.61 feet to a point for corner;

THENCE WEST, a distance of 8.66 feet to a point for corner;

THENCE North 00°15'05" West, a distance of 132.60 feet to a point in the southerly line of LOT 1, BLOCK A of SUMMERFIELD\ARAPAHO\ADDISON ADDITION, an addition to the Town of Addison according to the plat as recorded in Volume 95119, Page 4232 (DRDCT);

THENCE South 89°43'00" East, a distance of 8.95 feet to a point at the southeasterly corner of said LOT 1, BLOCK A;

THENCE North 00°17'00" East, a distance of 31.20 feet to a point at the southwesterly corner of QUORUM CENTRE - EAST NO. 2 ADDITION, an addition to the Town of Addison according to the plat as recorded in Volume 96187, Page 1867 (DRDCT);

THENCE South 89°57'28" East, a distance of 52.76 feet to a point at the northwesterly corner of QUORUM CENTRE - EAST NO. 1 ADDITION, an addition to the Town of Addison according to the plat as recorded in Volume 95100, Page 3266 (DRDCT);

THENCE South 00°15'05" East, a distance of 175.00 feet to a point at the southwesterly corner of said QUORUM CENTRE - EAST NO. 1 ADDITION;

THENCE South 89°57'28" East, a distance of 9.91 feet to a point for corner;

THENCE South 00°15'05" East, a distance of 137.67 feet to a point for corner;

THENCE North 89°57'28" West, a distance of 30.00 feet to a point for corner;

THENCE South 00°15'05" East, a distance of 105.00 feet to a point at the southwesterly corner of aforementioned QUORUM CENTRE - EAST NO. 1 ADDITION;

THENCE South 89°57'28" East, a distance of 56.92 feet to a point at the northeasterly corner of LOT 3 of aforementioned BELT LINE - QUORUM ADDITION;

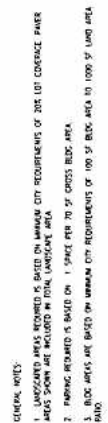
THENCE South 00°14'01" East, a distance of 124.60 feet to a point for corner;

THENCE South 89°57'28" East, a distance of 123.25 feet to a point for corner;

THENCE South 00°14'01" East, a distance of 232.73 feet to a point for corner in the northerly right-of-way line of aforementioned BELT LINE ROAD;

THENCE along the northerly right-of-way line of said BELT LINE ROAD, North 89°57'28" West, a distance of 211.00 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 1.897 acres or 82,630 square feet of land more or less.



SITE PLAN





ADDISON
BELT LINE RD. & QUORUM DR
ADDISON, TEXAS

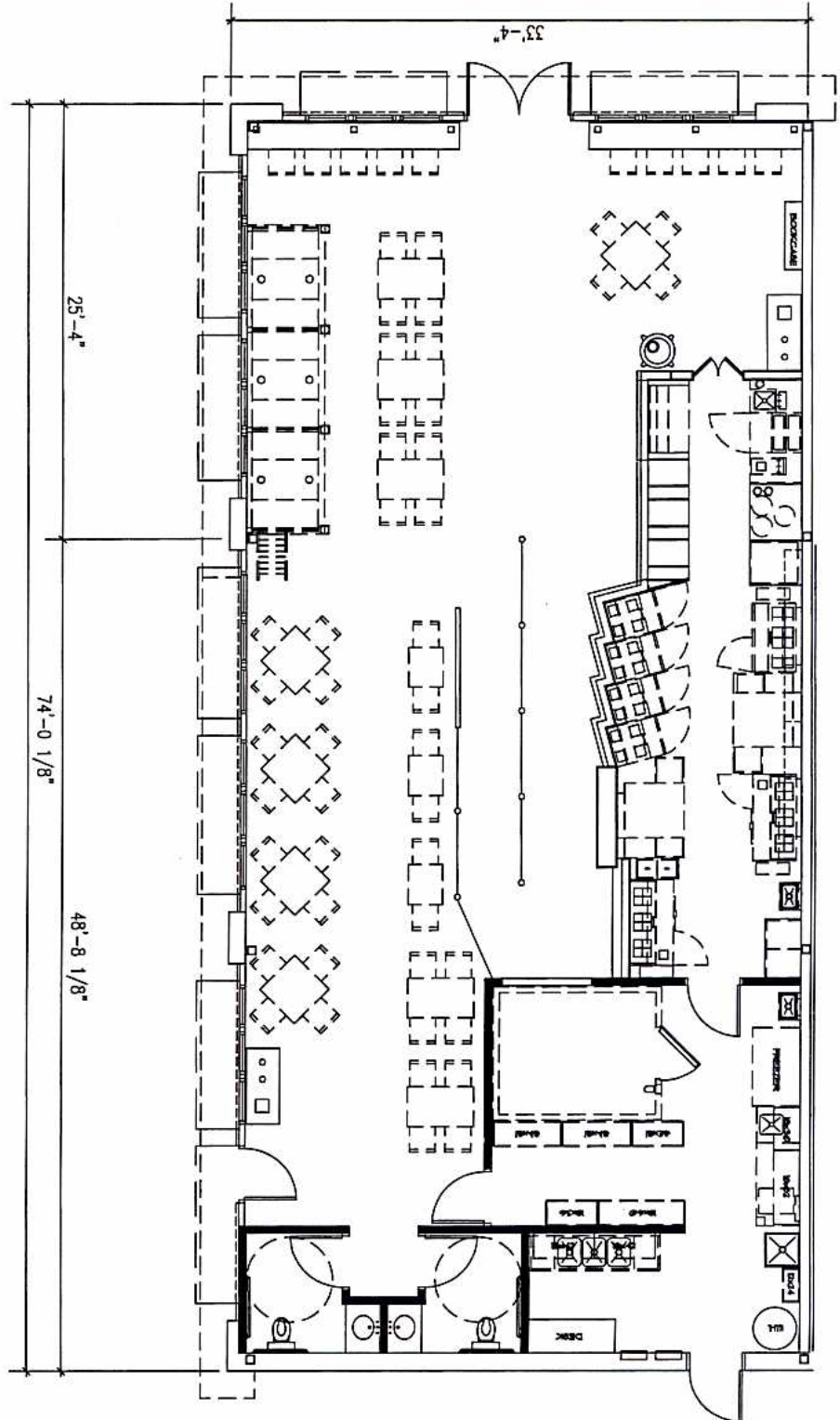
ISSUED:
10/21/03
SCHEMATIC REVIEW
SCHEME: A

APPROVED	DATE
BY:	
BLK	
OPS	

FLOOR PLAN

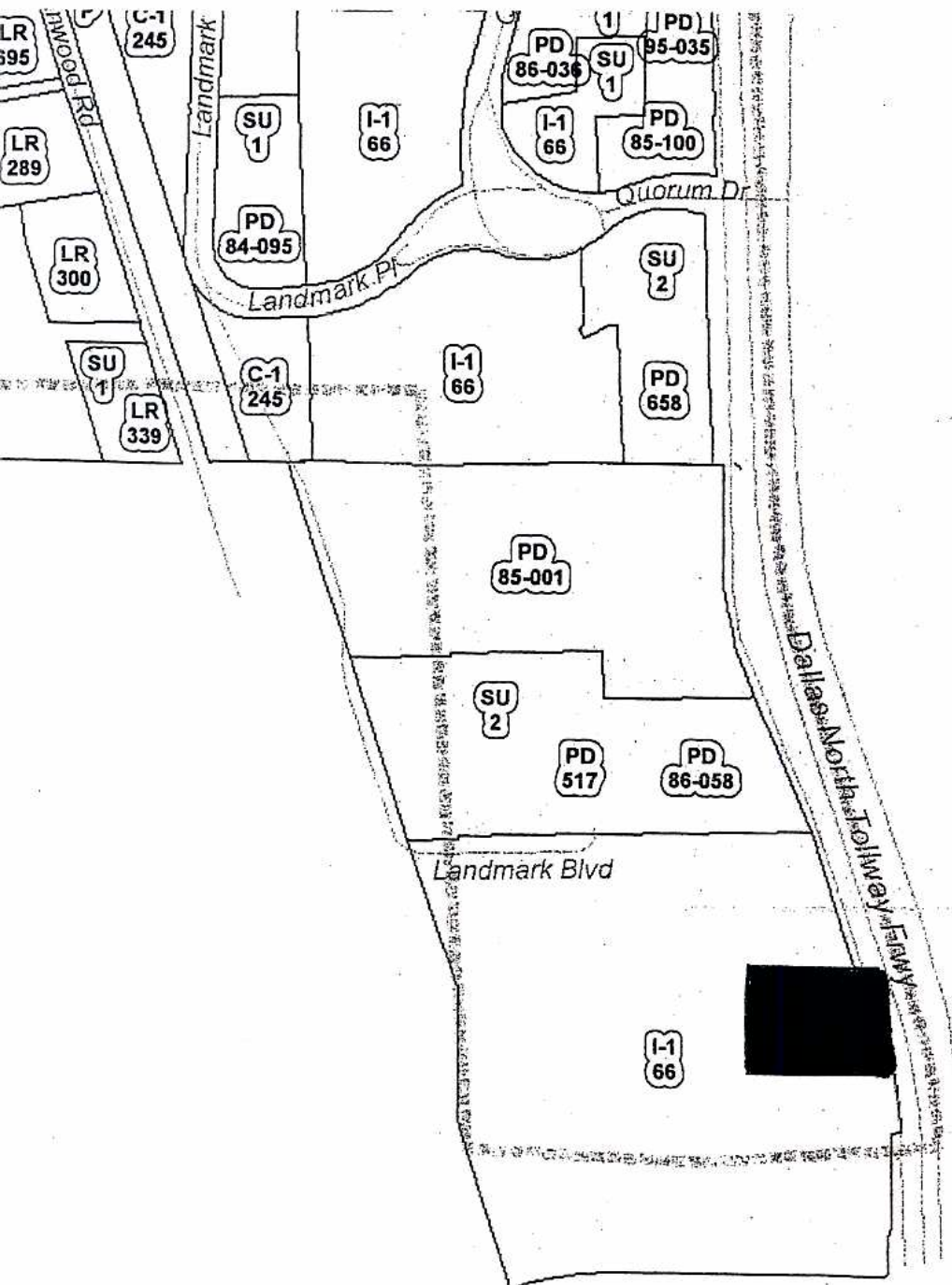
1/8"=1'-0"

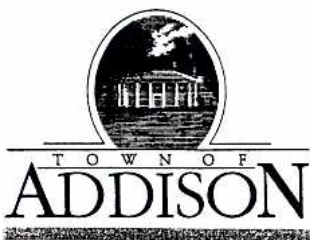
TOTAL SQUARE FOOTAGE: 2312 SF.
TOTAL INDOOR SEATING: 68 SEATS
TOTAL OUTDOOR SEATING: N/A



1440-SUP

Case 1440 SUP/Patton's Corner. Requesting approval of a Special Use Permit for a Christmas tree lot, including yard decorations, located at 14223 Dallas Parkway, on application from Mr. Jeff Patton of Patton's Corner.



*Addison 50!*

50 YEARS OF FUN!

Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road (972) 450-7000
FAX (972) 450-7043

October 17, 2003

STAFF REPORT

RE: Case 1440-SUP/Patton's Corner

LOCATION: 14223 Dallas Parkway

REQUEST: Requesting approval of a Special
Use Permit for a Christmas Tree
Lot

APPLICANT: Mr. Jeff Patton

DISCUSSION:

In Addison all Christmas tree lots are required to obtain a Special Use Permit. The applicant seeks to operate a tree lot on the former Ewing Buick site at 14223 Dallas Parkway. Mr. Patton has had lots in other locations around Addison, but this is his first lot within Addison's city limits. Mr. Patton should be aware that the lot should be completely cleaned up by January 5th.

RECOMMENDATION:

Staff recommends approval of this request subject to no conditions.

Respectfully submitted,

Carmen Moran
Director of Development Services

Case 1440-SUP/Patton's Corner
October 23, 2003

Page 2

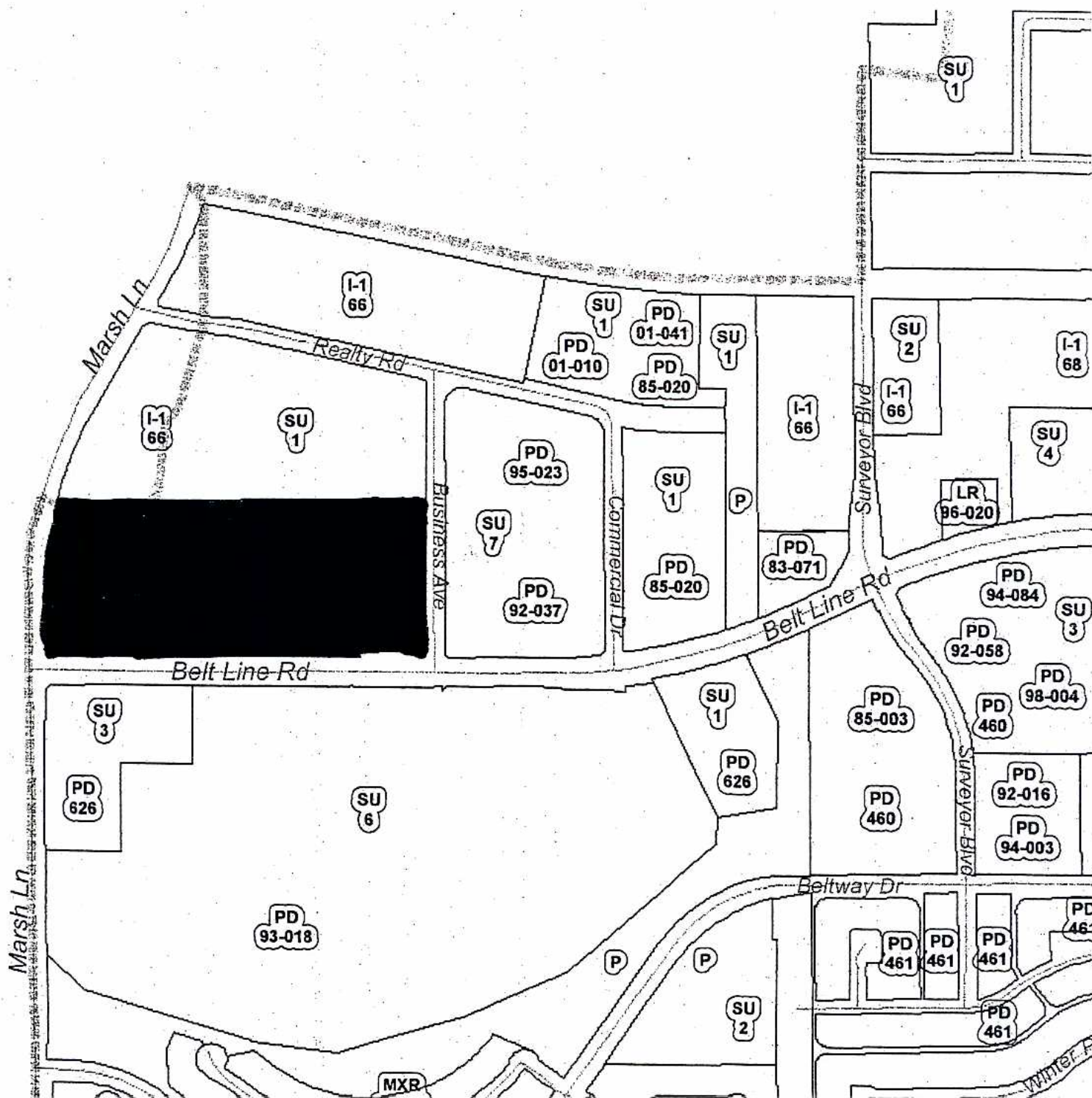
COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 23, 2003, voted to recommend approval of the above-cited request subject to no conditions.

Voting Aye: Bernstein, Braun, Doepfner, Herrick,
Voting Nay: None,
Absent: Benjet, Jandura

1439-SUP

Case 1439-SUP/Mama Fu's Noodle House. Requesting approval of an amendment to an existing Special Use Permit for a restaurant and approval of a Special Use Permit for the sale of alcoholic beverages for on-premises consumption only, located at 3711 Belt Line Road (formerly Atlanta Bread Company), on application from Mama Fu's Noodle House, represented by Ms. Candy D. Arnold.



*Addison 50!*

50 YEARS OF FUN!

Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

FAX (972) 450-7043

October 16, 2003

STAFF REPORT

RE: Case 1439-SUP Mama Fu's Noodle House

LOCATION: 3711 Belt Line Road (northeast corner
Of Belt Line and Marsh Lane

REQUEST: Amendment to an existing Special Use Permit
for a restaurant, and approval of a Special
Use Permit for the sale of alcoholic
beverages for on-premises consumption

APPLICANT: Mama Fu's Noodle House, represented
Ms. Candy D. Arnold

DISCUSSION:

Background. The applicant in this request seeks to re-open the former Atlanta Bread Company as a Mama Fu's Noodle House restaurant. The restaurant will offer a noodle-based menu of Asian and Italian foods. There is not a separate bar area, but Mama Fu's plans to sell beer and wine. This is a new concept for the area, but Mama Fu's is planning to open several units in the metroplex. The units will be franchised, and there is another unit scheduled for the southeast corner of Belt Line and Preston Road in Dallas.

Proposed Plan. The floor plan shows a 3,500 (including patio) square foot restaurant. The restaurant will offer deli-style ordering and self-service for tea and soft drinks. The applicant is going to change the existing corner of the restaurant to cut is in diagonally and add the patio. The exterior of the restaurant will look similar to the Chipotle Restaurant that is on the opposite (east) end of this center. The applicant is not planning to make any other changes to the exterior of the building.

Landscaping. The landscaping for this center is already in place. The Parks Department notes that it meets the requirements of the ordinance and is generally well-maintained.

Parking. Restaurant uses within a mixed-use center require a parking ratio of one space per 100 square feet. This restaurant requires 35 spaces. The developer has provided 246 spaces. The center only requires 161 spaces at a 1/200 retail ratio; therefore, there is sufficient parking for this restaurant use.

Food Service Code. The Atlanta Bread Company had a grease trap. However, the trap may have to up-sized for this applicant. The restaurant will be subject to all regulations contained in the Addison Food Service Ordinance.

Signage. All signage for the restaurant must comply with the requirements of the Addison Sign Ordinance. The applicant should be aware that the Town has a policy against allowing any exterior signs, which contain the words "bar", "tavern" or any terms, or graphic depictions, which relate to alcoholic beverages.

RECOMMENDATION:

Staff recommends approval of the Special Use Permit for a restaurant subject to the following conditions:

- The applicant shall not use any terms, including the term "bar," "tavern," or graphic depictions that denote alcoholic beverages in exterior signs.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. MORAN' with a stylized flourish at the end.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 23, 2003, voted to recommend approval of your request subject to the following conditions:

- The applicant shall not use any terms, including the term "bar," "tavern," or graphic depictions that denote alcoholic beverages in exterior signs.

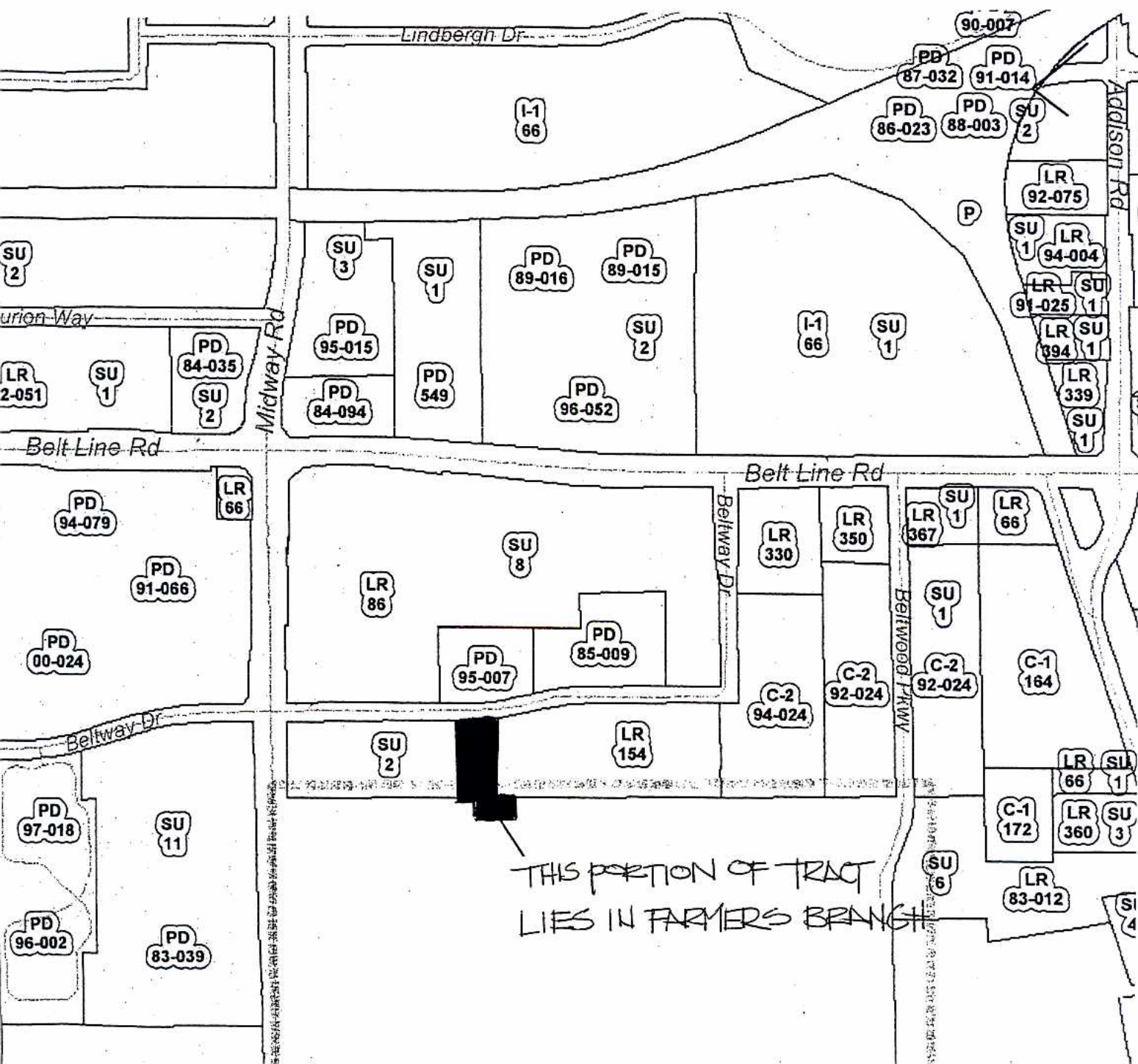
Voting Aye: Bernstein, Braun, Doepfner, Herrick

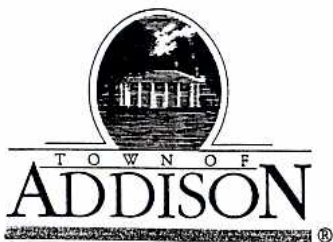
Voting Nay: None

Absent: Benjet, Jandura

FINAL PLAT/Lot 2, Block A, Advantage-Compass Addition

FINAL PLAT/Lot 2, Block A, Advantage-Compass Addition. Requesting approval of a final plat for one lot of .924 acres, located at 4300 Beltway Drive, on application from Richard and Pam Davis, represented by Mr. David B. Reaves of Grant Engineering.





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Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

FAX (972) 450-7043

October 17, 2003

STAFF REPORT

RE: FINAL PLAT/Lot 2, Block A
Advantage-Compass Addition

LOCATION: One lot of .924 acres located at 4300
Beltway Drive

REQUEST: Final plat approval

APPLICANT: Richard and Pam Davis, represented
By Mr. David B. Reaves of Grant
Engineering

DISCUSSION:

Background. Mr. and Mrs. Davis are owners of Advantage Claims Recovery, an insurance business located at 4300 Beltway Drive. Mr. and Mrs. Davis would like to get additional parking for their employees, and they have purchased a piece of land directly south of their business that lies in the City of Farmers Branch. Owners can plat properties that lie in two cities, provided that both cities approve the plat. Mr. and Mrs. Davis have submitted the same plat drawing to the City of Farmers Branch for its approval.

Proposed Plat. The Public Works department has reviewed the proposed final plat, and the following items have been noted:

- a. Individual legal descriptions should be provided for Lot 2, Beltway Office Park in Addison, and Lot 1, Block A, Beltwood Business Park in Farmers Branch, on page 1 of 2.
- b. South line of Lot 2, within the Town of Addison should be clearly marked with bearing and distance on page 2 of 2 on the plat.
- c. Page 2 of 2 should be changed to page 1 of 2. (This has been corrected)

- d. The northeast corner of Lot 1, Block A shows a "square" that is not marked or described. This must be addressed or removed.
- e. Legal description on current page 1 of 2 is not necessary with the plat on current page 2 of 2.
- f. Site/Civil drawings must be prepared and approved by the Town in advance of any construction improvements on-site and off-site. Any revisions to the existing water, sewer, drainage and paving infrastructure may require new utility or access easements.
- g. Joint approval of all Site/Civil drawings by Farmers Branch is required.

RECOMMENDATION:

Staff recommends approval subject to the conditions listed above.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C Moran', with a stylized flourish at the end.

Carmen Moran
Director of Development Services

The map shows a grid of lots with various zoning designations. Key features include:

- Streets:** Keller Springs Rd, Airport Pkwy, Addison Rd, Roscoe Turner Dr, and Dallas North T.
- Zoning Designations:** SU (Single Use), PD (Professional Office), C-1 (Community Center), C-2 (Community Center), UC (Urban Center), and P (Public).
- Lot Numbers:** Various lot numbers are shown, such as 92-025, 95-058, 95-057, 95-060, 95-032, 95-015, 95-011, 95-017, 95-019, 95-020, 95-021, 95-022, 95-023, 95-024, 95-025, 95-026, 95-027, 95-028, 95-029, 95-030, 95-031, 95-032, 95-033, 95-034, 95-035, 95-036, 95-037, 95-038, 95-039, 95-040, 95-041, 95-042, 95-043, 95-044, 95-045, 95-046, 95-047, 95-048, 95-049, 95-050, 95-051, 95-052, 95-053, 95-054, 95-055, 95-056, 95-057, 95-058, 95-059, 95-060, 95-061, 95-062, 95-063, 95-064, 95-065, 95-066, 95-067, 95-068, 95-069, 95-070, 95-071, 95-072, 95-073, 95-074, 95-075, 95-076, 95-077, 95-078, 95-079, 95-080, 95-081, 95-082, 95-083, 95-084, 95-085, 95-086, 95-087, 95-088, 95-089, 95-090, 95-091, 95-092, 95-093, 95-094, 95-095, 95-096, 95-097, 95-098, 95-099, 95-100.
- Subject Property:** A large black rectangular area is highlighted on the map, indicating a specific subject property.



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October 16, 2003

STAFF REPORT

RE: Case 1437-Z/CityHomes

LOCATION: 9.732 acres in the residential sub district of Addison Circle, and located north of Morris Avenue, east of Quorum Drive, south of Airport Parkway, and west of the proposed Spectrum Drive

REQUEST: Approval of amendments to the concept plan for the residential sub-district of the UC district, and approval of preliminary development plans, with waivers, for a townhome/condominium project of 183 units.

APPLICANT: CityHomes, a division of Centex Homes

DISCUSSION:

Background. Addison Circle was a development envisioned through a long-term planning process called Addison 2020. During that process, a group of Addison citizens determined that a neo-traditional, urban neighborhood, with mixed uses, would be a logical development direction for the Town. The Town worked for many months with Columbus Realty Trust on a set of development standards, which were codified into the Urban Center zoning district, a new zoning classification in the Addison Zoning Ordinance.

The "UC" Urban Center zoning classification was added to the zoning ordinance on May 3, 1995 through Ordinance 095-019. Columbus Realty, which later became Post Properties, constructed three phases of multi-family developments under the UC district regulations. Development plans for Phase I (460 residential units) were approved on July 17, 1995 through Ordinance 095-032. Phase II (610 residential units, a 300,000 square foot office building, and six town homes) was approved on June 24, 1997 through Ordinance 097-029, and Phase III (264 residential units) was approved on

March 9, 1999, through Ordinance 099-007. A condominium development of 86 units was approved on November 9, 1999 through Ordinance 099-049. At this point, Addison Circle contains 1,330 residential units, approximately 340,000 square feet of Class A office space, and approximately 75,000 square feet of retail/restaurant space.

In July of 2000, Post Properties submitted a development plan for Phase IV in Addison Circle. The phase covered 3.27 acres of the 9.732 acres now being considered by CityHomes. Post proposed a couple of amendments to the originally-approved concept plan for the district, which included moving a proposed .69-acre park to the north and relocating a Category D street. Post planned to build an additional 255 multi-family units and 7,986 square feet of retail space. The City approved the amendments to the concept plan and the development plan on September 26, 2000 through Ordinance 000-037. Later that year, Post Properties had several problems within its organization and stopped all new construction projects nation-wide. Since that time, Post Properties has determined that it will not build any more units in Addison Circle and has let its option to purchase additional pieces of land lapse.

Different developers are now looking to purchase tracts in Addison Circle and develop them with various uses. CityHomes is a new developer to the Addison Circle area. It is town home/condominium developer that is a subsidiary of Centex Homes. CityHomes is currently building condominiums in the Knox Park area of Dallas and is looking to build condominiums in other markets. The units function very much like town homes in that each unit is on a separately platted lot. In addition, units are not stacked vertically on one another like they can be in a typical condominium. However, they share a common roof and are not separately metered for water and sewer service. Each building (made up of a row of units) is separately metered, and owners within that building pay a proportionate share of the water and sewer costs. In that regard, they function like condominiums.

Proposed Plan. CityHomes is proposing to develop 183 townhouse/condominium units on 9.732 acres. CityHomes plans to sell the units for \$180,000 - \$220,000. The development proposes a density of 18.5 units per gross acre. The units are "for sale" product and will be sold to individual owners rather than rented. The development will operate like many single-family neighborhoods in that CityHomes will turn the maintenance of common areas over to a homeowners' association once the units are sold.

CONCEPT PLAN

The UC district regulations required that an overall concept plan be approved for the UC district before individual developments could be constructed. An overall concept plan

for the residential sub district was approved in July of 1995 (attached Exhibit 1). The concept plan showed parcel O-6, a .69-acre park between Quorum Drive and the proposed Spectrum Drive. A separate concept plan was approved for the Commercial sub district in June of 1997. In 2000, Post Properties requested that the Concept Plan be amended to move the O-6 park north and reconfigure it so it would run lengthwise against Quorum Drive (Exhibit 2). That amendment was approved, but as noted above, the project approved for Post Properties was never constructed.

At this time, CityHomes would like to amend the concept plan and move the park again. It is requesting to rotate the park back to its original orientation and kept it at the original .69-acre size. Staff has worked with CityHomes on the location of this park and feels that it will be more beneficial to the neighborhood if it is located in the center of the development and surrounded by streets. Staff recommends approval of the change to the concept plan to move the park.

In addition, CityHomes is relocating the M2 "Mews" (Category D street on the plan) street from its location on the original concept plan (Exhibit 1) and is wrapping it around the park. City Homes will reconfigure the R-4 street (category C street on the plan) to place the R-street section on the east (Spectrum Drive) and west (Quorum Drive) sides of the park. Staff also worked with CityHomes on the realignment of these streets and recommends approval of these changes to the original concept plan.

In summary, staff supports all three proposed amendments to the concept plan for the residential sub district. Those changes are: moving of the park, realigning the M-2 "Mews" street and wrapping it around the park, and reconfiguring the R-4 "Residential" street.

PRELIMINARY DEVELOPMENT PLAN

The applicant has submitted a preliminary development plan for development of 183 town home/condominiums. CityHomes submitted one type of product, which is the "Charleston Square." However, CityHomes has stated that it is working on new models for this development and would have new plans to present at the Planning and Zoning Commission hearing. CityHomes does not plan to develop this site with 183 units in one style, but anticipates at least three various types of units.

CityHomes is requesting approval of a preliminary development plan. This is not the last time the Commission and Council will see this plan. The applicant will still need to return to the P&Z and Council with a final development plan. However, this is a good first step at which many of the major elements of the plan (such as unit count, street layout, and park space) can be resolved. Other elements, such as exterior facades, can

be discussed at this stage with direction given to CityHomes for final development plans.

DESIGN STANDARDS

The project does not propose any retail uses. The following standards are contained within the residential subdistrict of the "UC" Urban Center regulations:

Section 2. Use Regulations. The plans show a development that is 100% residential, which meets the use requirements.

Section 3. Dimensional and Design Standards, Subsection A, Lot Dimensions. The minimum width lot for a townhouse/condominium is 25 feet. The applicant's plans show lots 20 and 22 feet wide. The applicant is requesting approval of a "waiver of design standards" in order to allow narrower unit widths.

The minimum depth for a townhouse/condominium lot is 60 feet. The various condominium buildings will be platted as one lot, and the lot lines will go all the way to the center of the alleys. Some blocks of buildings are on lots that are 65 feet deep, while some blocks, which face Category D streets and are 55-58 feet deep. The requirement for a 60-foot lot depth anticipated a unit plus a driveway. Staff encouraged CityHomes to face as many units on the streets as possible, which caused some of the shorter lot depths. However, the applicant will need a waiver to the design standards for a lot depth of less than 60 feet.

Subsection B, Intensity of Use. The maximum lot coverage for a town house/condominium is 65 percent of the lot. As noted, the requirement anticipated a town house on a lot with a driveway. These units will be developed in a denser pattern, and will cover more than 65% of the lot. Open space for this development is provided in the streets, the park, and in the courtyard spaces between rows of units. The existing town homes on the south side of Morris were granted a waiver to this requirement when they were developed.

Subsection C. Minimum area per dwelling unit. The minimum dwelling area for a townhouse/condominium is 1,650 square feet. The plans CityHomes submitted indicate all two-bedroom units averaging over 1,800 square feet, which exceeds the minimum size requirement. However, CityHomes would like to have a waiver granted so that it can do some units at 1,450 square feet. There have not been floor plans submitted for the smaller units.

Building Heights. The minimum height for a townhouse/condominium is 24 feet. The units will be a minimum of 34 feet in height, which meets the requirement

Parking. The parking standards for all types of residential uses in the district require one off-street parking space per bedroom up to a maximum of two spaces per unit. The units provide two spaces in each garage for each two-bedroom unit, which meets the requirement. In addition, Morris Avenue, Quorum Drive, and the proposed Category "C" street on the north end of the development will provide parallel parking along both sides of the street. The City is constructing Spectrum Drive, and the section for it was changed recently to provide head-in parking up the entire length of the street. The applicant has also provided 21 parking spaces within the development for visitors.

The standards require one parking space per bedroom up to a maximum of two spaces per unit. Staff would like to encourage CityHomes to build more three-bedroom units, and would also note that the site provides on-street parking spaces that could support the additional bedrooms.

Building Facades. The applicant is requesting a waiver of design standards for the exterior elevations. Under the ordinance, all exterior elevations, which face a public street, must be 90% brick. The applicant submitted exterior elevations for a model called the "Charleston Square." The elevations on the "Charleston Square" are 100% hardi-plank, a cementitious material that looks like wood siding, but has the durability of stucco. Staff feels that it would be nice to get more variety in the building surfaces in the district, but the hardi-plank is too much of a design departure from the rest of the buildings in Addison Circle.

The staff has visited a CityHomes development in the Knox Park area that uses the Charleston Square exteriors. Staff feels that the buildings are too "themed" for Addison Circle. The staff does not want all of Addison Circle to look the same, and it would like to get different facades in the district so that it looks like a neighborhood that has evolved over time. However, staff feels the hardi-plank buildings would look out of place, and has concerns about the durability of the painted hardi-plank surface. CityHomes has other projects in the Knox Park area that staff feels are appropriate and would be welcomed in the district. Some of those designs are more contemporary and incorporate cut-faced concrete blocks and stucco. Staff is not opposed to hardi-plank as an accent material, but feels that the elevations the applicant submitted are not the right design for the district.

CityHomes has furnished colored renderings of other building facades, which will be available at the meeting. None of the facades submitted appear to meet the 90% brick requirement. The renderings show only the fronts of the buildings and

the percentages of masonry cannot be calculated from the renderings. The renderings are a good basis for discussion between the P&Z and the applicant as to appropriate building styles. The P&Z can review the colored renderings at the meeting and give direction to the applicant as to which facades it will recommend for approval by the Council. The applicant must come back to the Commission and Council for final development plan approval, and at that point will need to submit scaled elevations, with materials specified, for all façade styles to be used in the district.

Roofing materials. One of the proposed renderings shows gable roofs with composition shingles. The applicant should be aware that composition shingles are not allowed on any portion of a roof visible from any adjacent street. Roofing materials on portions that are visible from streets must be either standing seam metal, concrete tile, or shake shingle.

Colors. The colors for the buildings have not been definitely determined at this stage, but the applicant should be aware that the ordinance requires the dominant color of all buildings and roofs to be warm gray, red, beige, and/or brown. Black and stark white shall not be used.

Landscaping Requirements. Since this is a preliminary development plan, detailed landscape plans were not submitted. However, the applicant has indicated on the landscaping plan that the "streetscape/landscape on all public streets will conform to Addison Circle Guidelines for the type of street involved." The applicant will need to supply final landscaping plans on all streets at the final development plan stage.

The Addison Circle Master Facilities agreement, which provided city funding for various elements in the district, calls for the applicant to dedicate the .69-acre park to the city. Once the land for the park is dedicated, the Town will fund \$295,000 in improvements for the park. The Town and developer will form a seven-member development team that will work together to select a landscape architecture firm to design the park. The team then approves a concept and final development plan for the park, and then determines timing for construction. Once a final development plan is approved and the land for the park is dedicated through a final plat, the Town and CitiHomes will begin the architect selection process. Slade Strickland's memo, which discusses the park design process, is attached.

Fire Code Requirements. The Fire Prevention Chief has met several times with the applicant and has required some modifications to the plans. The Fire

Department has reviewed the applicant's revised site plan and finds it meets the requirements of the Fire Code.

Engineering. Steve Chutchian in, the Public Works Department (memo attached), has reviewed the plans and he has the following comments:

-Final engineering plans and specifications must be approved by the Town, including the following:

1. Existing and proposed utility mains and service connections, in accordance with the Town's standard construction specifications and the existing development plan for Addison Circle
2. Grading and drainage design for all necessary on-site and off-site improvements.
3. Street, sidewalk, and driveway design.

-All proposed public infrastructure must be located within dedicated right-of-way or appropriate easements.

-Proposed fire hydrant layout must be approved by the Town's Fire Chief.

-All on-site engineering design must be coordinated with the proposed plan preparation of the adjacent Spectrum Drive.

-Traffic control, signalization, and erosion control plans must be prepared for all on-site and off-site improvements.

The applicant has already addressed the last three conditions listed in Steve Chutchian's memo.

SUMMARY

The staff is thrilled to have more "for sale" product being proposed for Addison Circle. The Town gets a steady stream of calls from people who want to purchase a home in Addison Circle in the \$200,000 range. The Town has always had a goal of providing more owner-occupied town homes in the district, but it could not find a developer who would build them until the district matured and offered more amenities. Staff also believes that this location, which is across from the existing town homes on the south side of Morris, and also adjacent to the Aventura condominium development, is the best location for town homes in the district.

The staff and CityHomes have worked together through several revisions to get to a mutually-agreeable site plan. The staff is particularly pleased that the site plan puts the front doors of units on the public streets, with no garage doors on the streets. The plan also puts the park in the middle of the site so that is equally accessible from all units. In earlier schemes, the park was not separated by streets on all sides and appeared to be the front yard for some units. Staff feels that a park in the center of the streets has a more public feel and will be better used by residents and visitors. The staff looks forward to working with CityHomes to design an attractive and well-used park space for this neighborhood.

As the staff noted, this is a preliminary development plan, not a final plan. This has been a good first step through which a lot of the elements of the design have been resolved. The staff is satisfied with the lay-out of the plan and believes that it adequately addresses traffic flow and emergency access while preserving the quality of the streets that has been so important in Addison Circle. The staff has some concern about the long runs of fire lanes that run from south to north through the site, but staff has looked at several changes to the plan to shorten the fire lanes, and all those modifications resulted in a less desirable overall plan. Staff hopes to work with CityHomes on some entryway treatments that will frame the entrances and make them more visually appealing.

With all that has been accomplished, staff feels there is still work to be done on the elevations. CityHomes submitted only the "Charleston Square" as a possible model. The floor plans for the Charleston Square product are acceptable, although as previously noted, the staff would like to see some three-bedroom units.

Throughout the development of Addison Circle, the Town has focused on quality exteriors against the public streets, which is the reason behind the 90% brick and no composition shingle requirement. However, staff realized early on that developers needed some flexibility in order to deliver a product at a price that could compete in the market. Therefore, the regulations require 90% brick only on the facades that face public streets, and no composition shingles only on the roofs visible from public streets. All buildings in Addison Circle have stucco walls in the courtyards, and the Aventura has stucco on the entire north side of the building. CityHomes could use all stucco or another approved non-brick material on the garage sides of the buildings, and even on the fronts of the buildings on the interior of the project.

Staff feels that with some minor modifications, many of the facades CityHomes has submitted could meet the 90% brick requirement. Staff recommends the 90% brick requirement held for all units that face Spectrum Drive, Quorum Drive, Morris Avenue, and the proposed new street on the north side of the development. However, more

flexibility could be given for units facing the Category D street, the park, and the courtyard spaces.

RECOMMENDATION

Staff recommends approval of the amendments to the concept plan as follows:

- The park site (O-6) shall be moved back to its location in the original concept plan, but surrounded by streets as shown on the CityHomes plan.
- The M-2 "Mews" street shall be re-aligned and wrapped around the park as shown on the CityHomes plan.
- The R-4, "residential" street is reconfigured to go with the R-street section at Spectrum Drive and Quorum Drive, as shown on the CityHomes plan.

Staff recommends approval of the proposed preliminary development plan with the following waivers to design standards:

Staff recommends approval of the waiver of design standards in order to allow lot widths of not less than 20 feet.

Staff recommends approval of the waiver to design standards in order to allow depths of not less than 55 feet.

Staff recommends approval of the waiver to design standards in order to allow lot coverage that exceeds 65% of the lot.

Staff recommends approval of the waiver to design standards in order to allow unit sizes of not less than 1,450 square feet.

Staff does not recommend a waiver of the design standard for less than 90% brick on all facades that face Morris Avenue, Quorum Drive, Spectrum Drive, and the future Category C street on the north end of the development. Staff also does not recommend approval of a waiver of the design standard in order to allow composition shingles on all roof surfaces visible from any adjacent street.

Staff recommends approval of the floor plans submitted by the applicant, but not the elevations. Staff recommends approval of the site plan subject to the following conditions:

-Final engineering plans and specifications must be approved by the Town, including the following:

4. Existing and proposed utility mains and service connections, in accordance with the Town's standard construction specifications and the existing development plan for Addison Circle
5. Grading and drainage design for all necessary on-site and off-site improvements.
6. Street, sidewalk, and driveway design.

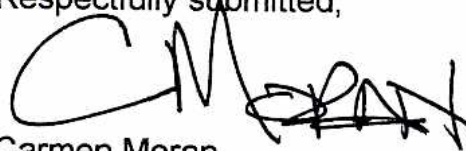
-All proposed public infrastructure must be located within dedicated right-of-way or appropriate easements.

-Proposed fire hydrant layout must be approved by the Town's Fire Chief.

-All on-site engineering design must be coordinated with the proposed plan preparation of the adjacent Spectrum Drive.

-Traffic control, signalization, and erosion control plans must be prepared for all on-site and off-site improvements.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'C. Moran', with a stylized flourish at the end.

Carmen Moran
Director of Development Services

COMMISSION FINDINGS:

The Addison Planning and Zoning Commission, meeting in regular session on October 23, 2003, voted to recommend approval of the following:

Approval of the amendments to the concept plan as follows:

- The park site (O-6) shall be moved back to its location in the original concept plan, but surrounded by streets as shown on the CityHomes plan.

- The M-2 "Mews" street shall be re-aligned and wrapped around the park as shown on the CityHomes plan.

- The R-4, "residential" street is reconfigured to go with the R-street section at Spectrum Drive and Quorum Drive, as shown on the CityHomes plan.

Approval of the proposed preliminary development plan with the following waivers to design standards:

Approval of the waiver of design standards in order to allow lot widths of not less than 20 feet.

Approval of the waiver to design standards in order to allow depths of not less than 55 feet.

Approval of the waiver to design standards in order to allow lot coverage that exceeds 65% of the lot.

Approval of the waiver to design standards in order to allow up to 10% of the total lots in the development to have unit sizes that are less than 1,600 square feet, provided that no units shall be less than 1,450 square feet.

Approval of the waiver to design standards in order to allow all lots that face onto major streets (as shown on the attached plan) to be 90% brick (stone and cast stone shall count as brick) on the fronts and sides of the buildings, and not less than 10% brick on the rear of the buildings (excluding garage doors). The remaining percentages on the buildings can be stucco or hardi-plank.

The interior lots (as shown on the attached plan) may be not less than 60% brick on the fronts and sides of the buildings, and not less than 10% brick on the rear of the buildings (excluding garage doors). The remaining percentages on the buildings can be stucco or hardi-plank.

Approval of the site plan subject to the following conditions:

-Final engineering plans and specifications must be approved by the Town, including the following:

7. Existing and proposed utility mains and service connections, in accordance with the Town's standard construction specifications and the existing development plan for Addison Circle
8. Grading and drainage design for all necessary on-site and off-site improvements.
9. Street, sidewalk, and driveway design.

-All proposed public infrastructure must be located within dedicated right-of-way or appropriate easements.

-Proposed fire hydrant layout must be approved by the Town's Fire Chief.

-All on-site engineering design must be coordinated with the proposed plan preparation of the adjacent Spectrum Drive.

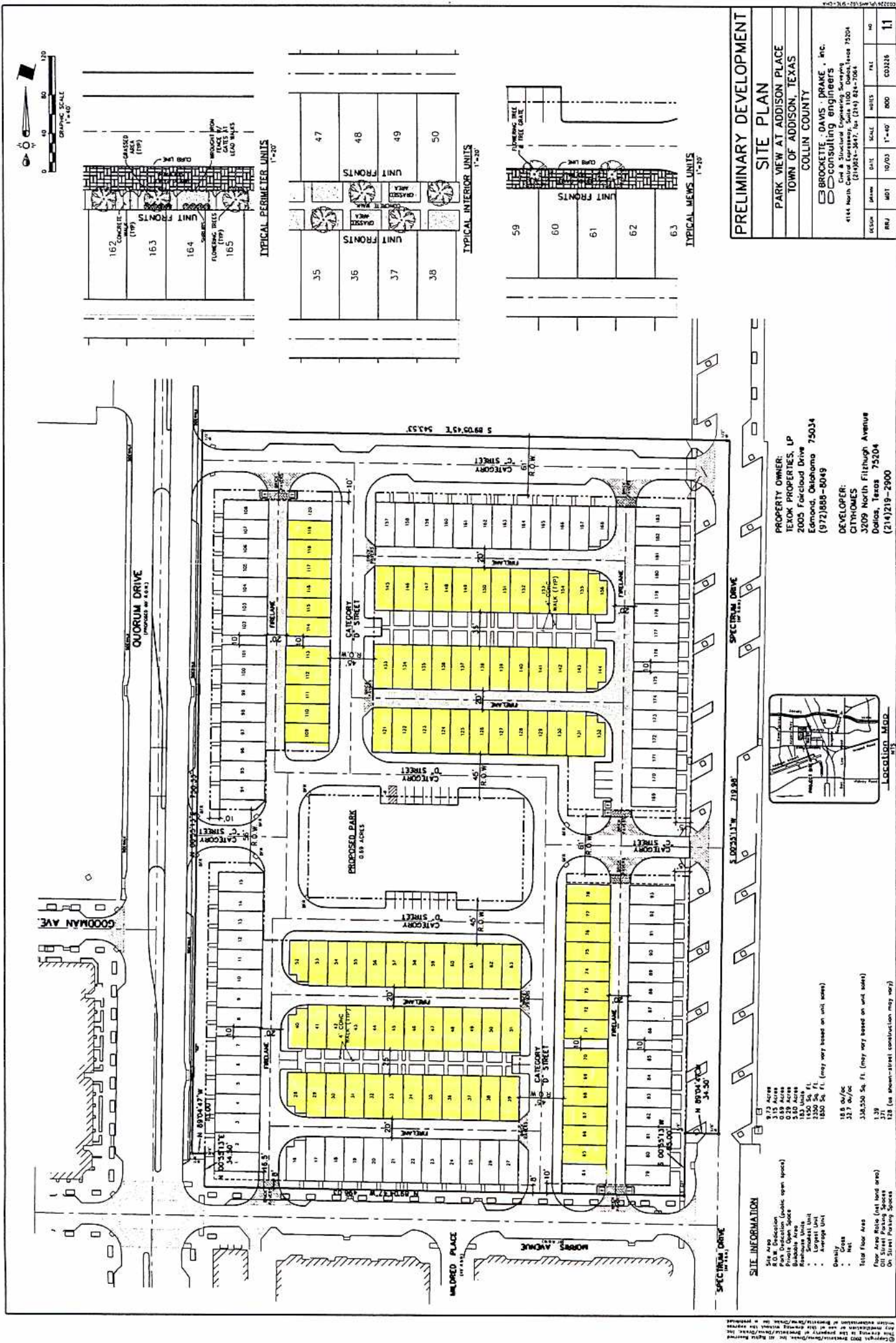
-Traffic control, signalization, and erosion control plans must be prepared for all on-site and off-site improvements.

Voting Aye: Bernstein, Braun, Doepfner, Herrick

Voting Nay: None

Absent: Benjet, Jandura

Exterior lots: must be at least 90% brick on the front and sides, not less than 10% brick on the back.



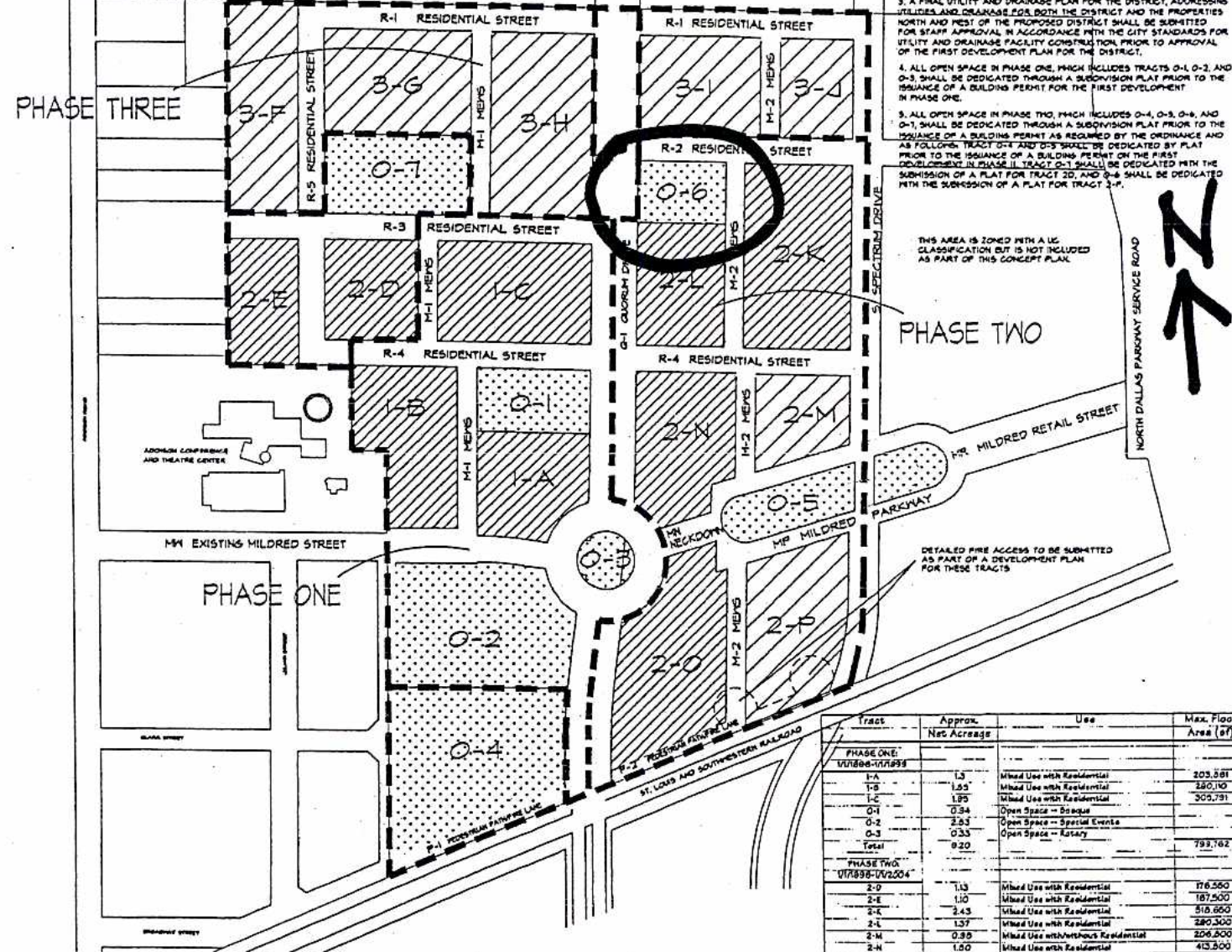
Interior lots: must be at least 60% brick on the front and sides, not less than 10% brick on the back.

VARIATIONS/ALTERATIONS:
 REQUIREMENTS:
 PURSUANT TO SECTION 1.8(N) OF THE URBAN CENTER DISTRICT REGULATIONS, THE APPLICATION FOR CONCEPT PLAN APPROVAL INCLUDES THE FOLLOWING VARIATIONS AND ALTERATIONS FROM THE PROPOSED CONCEPT PLAN SUBMITTAL:

1. MIX OF USES FOR SEPARATE PHASES.
2. FLOOR AREAS BY CATEGORY OF USE.
3. LOCATIONS OF PRIVATE RECREATION AREAS.
4. A DETAILED TIME SCHEDULE FOR PHASES AND ALTERNATIVE USES. THIS CONCEPT PLAN INCLUDES A GENERAL TIME SCHEDULE AND PHASING SEQUENCE FOR THE RESIDENTIAL SUBDISTRICT.
5. STREET ADDRESSES, NAMES OF STREETS, STREET NUMBERING, FINAL LOCATION OF MEDIAN STREETS (SHOWN LOCATION FOR MEDIAN STREETS ARE PRELIMINARY ONLY), AND DETAILS REGARDING RIGHTS-OF-WAY AND EASEMENTS TO BE ABANDONED.

GENERAL NOTES:

1. ANY STREET DESIGNATIONS THAT ARE NOT WITHIN THE BOUNDARIES OF THE DISTRICT HAVE NO EFFECT, AND DO NOT COMMIT THE CITY OR ADJACENT PROPERTY OWNERS TO OBTAIN R.O.W. OR PARTICIPATE IN THE CONSTRUCTION OF SUCH STREETS.
2. A FINAL STREET DESIGN PLAN FOR THE DISTRICT, ADDRESSING FINAL STREET LOCATIONS, LAYOUT, INTERSECTION RADI, ROTARY DESIGN, SPECTRUM ROAD CROSSINGS OF RAILROAD LINE, DEAD-END STREETS, AND SIMILAR CONSIDERATIONS SHOWN ON THE STREET DESIGN AND LAY-OUT FOR THE CONCEPT PLAN SHALL BE SUBMITTED FOR STAFF APPROVAL IN ACCORDANCE WITH STANDARDS IN THE CITY'S SUBDIVISION ORDINANCE AND FIRE CODE PRIOR TO APPROVAL OF THE FIRST DEVELOPMENT PLAN FOR THE DISTRICT.
3. A FINAL UTILITY AND DRAINAGE PLAN FOR THE DISTRICT, ADDRESSING UTILITIES AND DRAINAGE EGS, BOTH THE DISTRICT AND THE PROPERTIES NORTH AND WEST OF THE PROPOSED DISTRICT SHALL BE SUBMITTED FOR STAFF APPROVAL IN ACCORDANCE WITH THE CITY STANDARDS FOR UTILITY AND DRAINAGE FACILITY CONSTRUCTION PRIOR TO APPROVAL OF THE FIRST DEVELOPMENT PLAN FOR THE DISTRICT.
4. ALL OPEN SPACE IN PHASE ONE, WHICH INCLUDES TRACTS O-1, O-2, AND O-3, SHALL BE DEDICATED THROUGH A SUBDIVISION PLAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR THE FIRST DEVELOPMENT IN PHASE ONE.
5. ALL OPEN SPACE IN PHASE TWO, WHICH INCLUDES TRACTS O-4, O-5, O-6, AND O-7, SHALL BE DEDICATED THROUGH A SUBDIVISION PLAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AS REQUIRED BY THE ORDINANCE AND AS FOLLOWS: TRACT O-4 AND O-5 SHALL BE DEDICATED BY PLAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT ON THE FIRST DEVELOPMENT IN PHASE II. TRACT O-6 SHALL BE DEDICATED WITH THE SUBMISSION OF A PLAT FOR TRACT 2D, AND O-7 SHALL BE DEDICATED WITH THE SUBMISSION OF A PLAT FOR TRACT 3-F.



RESIDENTIAL SUBDISTRICT
 RESIDENTIAL UNITS REQUIRED TO MEET THE 1500 UNIT MINIMUM SHALL BE DEVELOPED ON THOSE SITES DESIGNATED MIXED-USE RESIDENTIAL IN PHASES I AND 2.

- MIXED USE WITH RESIDENTIAL (RESIDENTIAL WITH NON-RESIDENTIAL GROUND FLOOR USES)
- MIXED USE WITH RESIDENTIAL ALTERNATIVE USE, MIXED USE WITHOUT RESIDENTIAL

PUBLIC OPEN SPACE
 PUBLIC OPEN SPACE FOR EACH PHASE TO BE DEDICATED BY PLAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT ON THE FIRST DEVELOPMENT WITHIN THAT PHASE.

Tract	Approx. Acreage	Use	Max. Floor Area (sf)
PHASE ONE			
UTR898-UTR999			
1-A	1.5	Mixed Use with Residential	203,581
1-B	1.55	Mixed Use with Residential	220,100
1-C	1.85	Mixed Use with Residential	203,791
O-1	0.34	Open Space - Bouquet	
O-2	2.52	Open Space - Special Events	
O-3	0.35	Open Space - Rotary	
Total	9.20		793,762
PHASE TWO			
UTR898-UTR204			
2-O	1.13	Mixed Use with Residential	176,560
2-E	1.10	Mixed Use with Residential	187,500
2-A	2.45	Mixed Use with Residential	518,660
2-L	1.37	Mixed Use with Residential	280,300
2-M	0.99	Mixed Use with Residential	206,500
2-N	1.50	Mixed Use with Residential	413,500
2-O	2.44	Mixed Use with Residential	566,300
2-P	1.58	Mixed Use with Residential	385,500
O-4	3.31	Open Space - Special Events	0
O-5	0.74	Open Space - Mildred Parkway	0
O-6	0.68	Open Space - Quorum East	0
O-7	1.45	Open Space - Quorum West	0
Total	19.20		2,733,220
PHASE THREE			
UTR898-UTR208			
3-F	1.98	Mixed Use with Residential	254,000
3-G	1.80	Mixed Use with Residential	256,600
3-H	2.31	Mixed Use with Residential	368,800
3-I	1.51	Mixed Use with Residential	321,220
3-J	0.50	Mixed Use with Residential	166,750
Total	8.44		1,430,500
TOTAL GROSS	65.336	Gross FAR -- LTR to 1	4,106,503
			Not to exceed

PERMISSIBLE SQUARE FOOTAGE NOTES:

1. The total allowable floor area for the district shall not exceed a gross FAR of 1.75:1 (3.0:1 net).
2. No development plan shall be approved and no building permit shall be issued for any use exceeding the maximum square footage allowance for the designated sub-phases.
3. No development plan shall be approved and no building permit shall be issued for any individual parcel if that parcel would cause the total gross FAR of 1.75:1 for the district to be exceeded.
4. Total building square footage to be determined as building permit stage.
5. Final development plans for all phases and sub-phases designated on the concept plan shall be submitted by January 1, 2005.

This information is part of a May 20, 1995 amendment to an application for approval of a concept plan, originally submitted March 1, 1995. This amendment is part of a set of plans which replace the set submitted on the same date for Lots 11, 12, and 13 of Block 4, Lots 5A, and 7 of Block 2, a portion of Lot 8 of Block 2, and Lot 3 and a portion of Lot 2 of Block 5, all being part of Addison's Addition, and additional unperfected acreage of the S.W. Fisher Survey, Abstract No. 187 in the Town of Addison, Dallas County, Texas. This plan is being submitted by Bryant Hall of Columbus Realty Trust, 13821 North Dallas Parkway near E55, Dallas, Texas 75244 telephone 367-1402.

CONCEPT PLAN

Scale: 1" = 100'

PARTICIPANT TO SETTING *Phase of the Urban Reform*
 ACTION 1 HERE ABOVE THE APPLICATION FOR CONCEPT
 PLAN APPROVAL INCLUDES THE FOLLOWING VALIDATED
 AND ALTERNATIVES FROM THE PROPOSED CONCEPT PLAN
 SUBMITTAL REQUIREMENTS:

1. ARE YOU USING PCN SEPARATE PHASES?
2. FLOOR ASSES BY CATEGORY OF USE
3. LOCATIONS OF PRIVATE INTERVENTION UNITS
4. OBTAINED TIME SCHEDULE FOR PHASES AND ALTERNATIVE USES THIS CONCEPT MAY INCLUDE:
 - a. CRITICAL, THE SCHEDULE AND PRESENT STATEMENT FROM THE MEDICAL/SUBJECT.
5. STREET ADDRESS, NAME TO STREET, STREET NUMBERING, MAP LOCATION OF BUILDING STRUCTURE LOCATED FOR PHASES AND THE LOCATION OF THE PHASES IN RELATION TO OTHER PHASES AND FACILITIES TO BE PROVIDED

1. ANY STREET REGULATIONS that had not within the boundaries of the project area.
2. ANY STREET REGULATIONS that had not within the boundaries of the project area.
3. ANY STREET REGULATIONS that had not within the boundaries of the project area.

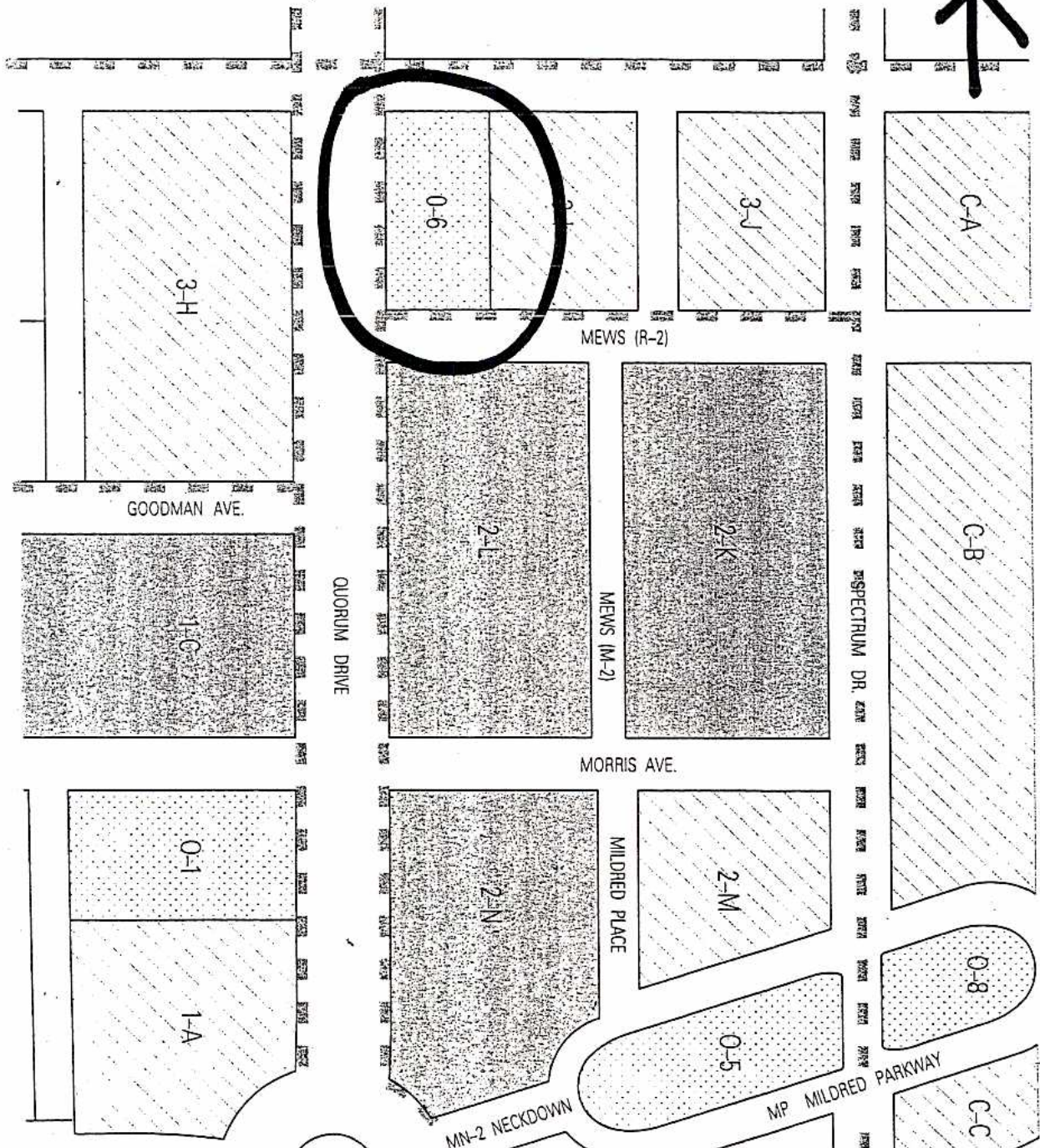
PROFESSIONAL LIMITED, INCORPORATED TO AFFECT THE FORMATION OF A LIMITED LIABILITY COMPANY ON THESE TERMS. THE LIMITED LIABILITY COMPANY WILL BE FORMED BY THE LIMITED LIABILITY COMPANY.

- SAVED USE WITH PREVENTING
RESPIRATORY VIRUS FROM REPRODUCING
AND SPREADING**

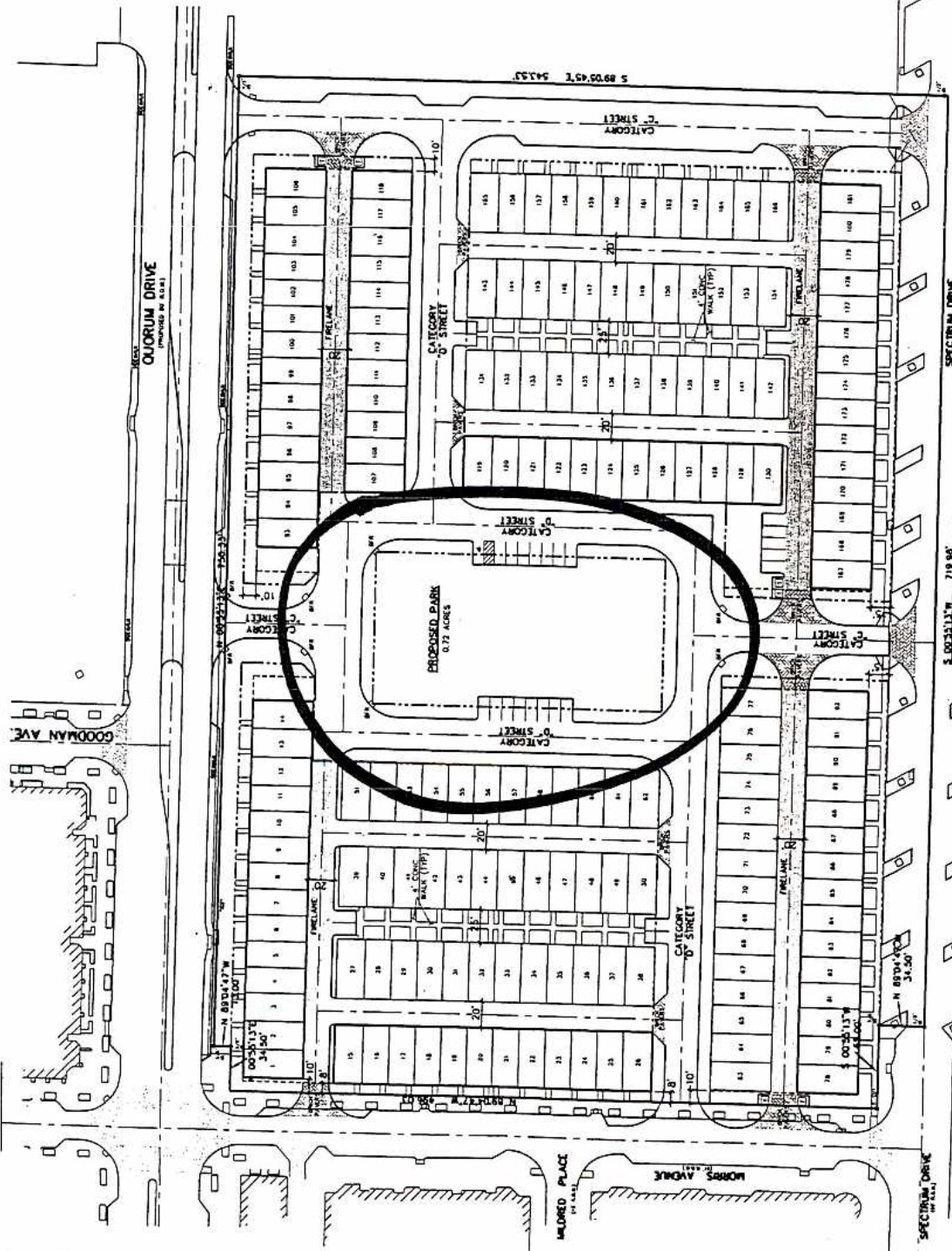
☐ **STATION-USE ONLY** (For Station Use Only)
☐ **ALTERNATIVE USE** (For Alternative Use Only)

Public Open Space for each space to be developed will add to the issuance of a building permit and the first development with that space.

Hunt-Zollars, Inc.
3131 McKinney Ave., Ste. 600
Dallas, TX 75204
Ph.: 214.871.3311
Fax: 214.871.0757
Contact: Paul Shaw



CONCEPT PLAN



PRELIMINARY DEVELOPMENT

SITE PLAN				
PARK VIEW AT ADDISON PLACE				
TOWN OF ADDISON, TEXAS				
COLLIN COUNTY				
BROOKETTE DAVIS DRAKE, INC. Consulting Engineers Civil & Structural Engineering Surveying 4144 North Central Expressway, Suite 1100 Dallas, Texas 75204 (214) 824-2817, fax (214) 824-7044				
DESIGN	DATE	SCALE	NO.	
REV	DATE	SCALE	NO.	
001	10/03	1"=40'	800	C03228
11				



PROPERTY OWNER:
 TEKOK PROPERTIES, LP
 2005 Faircloud Drive
 Edmond, Oklahoma 75034
 (972) 888-8049

DEVELOPER:
 CITYTHOMES
 3209 North Fitzhugh Avenue
 Dallas, Texas 75204
 (214) 219-2900



SITE INFORMATION

Site Area	87.2 Acres
B.O.E. Dedication	3.15 Acres
Public Right-of-Way (including open space)	0.72 Acres
Private Open Space	0.24 Acres
Buildable Area	5.60 Acres
Lot Area	1,150,000 Sq. Ft.
Smallest Unit	2,250 Sq. Ft.
Largest Unit	18,500 Sq. Ft. (may vary based on unit sizes)
Average Unit	18,500 Sq. Ft.
Density	18.5 u/s/ac
Net	32.5 u/s/ac
Total Floor Area	334,850 Sq. Ft. (may vary based on unit sizes)
Plot Area Ratio (net land area)	1.31
On Street Parking Spaces	128 (on street-street construction may vary)

Memorandum

Date: September 23, 2003
To: Carmen Moran, Director of Development Services
From: Slade Strickland, Director of Parks and Recreation
Subject: **Case 1437-Z/Cityhomes – Preliminary Development Landscape Plans**

1. A note needs to be added to the preliminary development landscape concept plan stating that the streetscape/landscape on all public street frontages will conform to Addison Circle guidelines for the type of street involved.
2. If the development plan is approved, the Town will want to appoint a park design committee consisting of town and developer representatives to complete the design of the proposed park.
3. More detailed sets of plans will need to be submitted for review and approval prior to application for building permits.

From: Steve Chutchian
Sent: Wednesday, September 24, 2003 9:25 AM
To: Carmen Moran
Subject: Case 1437-Z/City Homes

The following comments are submitted for the preliminary development plans for Park View at Addison Place:

- a. Final engineering plans and specifications must be approved by the Town, including the following:
 1. Existing and proposed utility mains and service connections, in accordance with the Town's standard construction specifications and the existing development plan for Addison Circle.
 2. Grading and drainage design for all necessary on-site and off-site improvements.
 3. Street, sidewalk, and driveway design.
- b. All proposed public infrastructure must be located within dedicated right-of-way or appropriate easements.
- c. Proposed fire hydrant layout must be approved by Town's Fire Chief.
- d. All on-site engineering design must be coordinated with the proposed plan preparation of the adjacent Spectrum Drive.
- e. Traffic control, signalization, and erosion control plans must be prepared for all on-site and off-site improvements.
- f. Proposed parking at the northeast corner of the proposed park should be eliminated due to potential traffic movement conflicts.
- g. Consideration should be given to providing head-in parking along the proposed street on the north side of the site.
- h. Configuration of proposed street around the park, at the northwest and southwest corners, should be revised to better accept vehicle movement from each fire lane.

Should you have any questions, please let me know.

Steve Chutchian, P.E.
Assistant City Engineer

September 25, 2003

Carmen Moran
Planning Director
Town of Addison

Dear Ms. Moran:

My husband and I just purchased one of the Morris Avenue townhomes in Addison Circle in August, #5004.

We purchased our home at a premium price of \$410,000 because we recognized the quality of construction, as well as the appealing character and lifestyle of Addison Circle. We consider Addison Circle to uniquely offer a "Georgetown" or "Boston" atmosphere among Dallas-area neighborhoods.

My public relations firm is also located in Addison Circle, so I am both a resident and business operator in our city.

Learning that a developer is proposing to build additional townhomes to our north, we wanted to let you know that we welcome additional development that offers ownership opportunities, as long as it upholds the high qualities and standards that make Addison Circle successful and a thriving core of activity for the Town of Addison.

We think brick and cast stone exteriors are essential to maintain the quality and character of the earlier development. Use of lesser construction materials or other cost-cutting measures would devalue both our home, our neighborhood and our investment. We ask you to please uphold current guidelines that support our investment and the high standards of Addison Circle.

If such development is approved to go forward, we also request that you insure that the fence separating the construction site from existing residential is left up through construction and that construction traffic be restricted from Morris. Please contact us if you have questions or would like additional comment. Thanks for listening.

Sincerely,

Cynthia Pharr Lee and Herb Lee

Carmen Moran

From: Art Lomenick [a.lomenick@comcast.net]

Sent: Tuesday, September 23, 2003 7:18 AM

To: Carmen Moran

Subject: Addison Circle Town Home Plans

Hi Carmen, thank you again for taking time to meet with me regarding the proposed CityHomes development. I have shared the information with the other Home owners along Morris Ave., and you may be hearing from some of them with questions or comments. We are enthused at the prospect of more homeowners in the neighborhood and look forward to seeing their revised elevations and material selection. We would have a concern if the new homes across Morris Ave, and along Quorum did not meet the guidelines of 80% masonry with tile and/or metal roof material, and as it relates to Morris Ave, would hope the material was consistent with those of us across the street (i.e. Brick, cast stone etc)

We would also like to request that the fence across Morris be left up through construction and construction traffic and personnel are restricted from Morris as well.

As always, I am greatly appreciative of all the effort that you, Ron, and your associates at the Town put into maintaining the integrity and sustainability of Addison Circle and the entire Town of Addison. My admiration grows with Time. Please give a call if I can assist in any way.

Your friend, Art (phone: 469-644-5531)

Council Agenda Item: #R9

SUMMARY:

Resolution authorizing the City Manager to enter into an advertising contract with the Dallas Morning News to purchase 26 insertions in the Friday Guide.

FINANCIAL IMPACT:

Funds were budgeted in the FY04 Marketing Budget. The cost for each insertion is \$4600. The total cost for the remaining 25 insertions is \$115,000. *

*Since the first insertion was actually published in September, it was charged to last year's budget.

BACKGROUND:

Eric Terry of Xelerate group was able to negotiate a special rate with the Dallas Morning News that ensures that the Town is guaranteed placement on page3 of the Friday Guide 26 times a year. The rate that he negotiated is substantially less than what the Town typically pays for advertising in the Friday Guide.

Staff worked with Krause Advertising to develop a template that enables the Town to showcase the dining, entertainment and special event activities that are occurring in Addison. Staff believes the consistency and frequency of such advertising will keep Addison "top of mind" when considering dining, entertainment and hotel options, as well as brand Addison as the place to be.

RECOMMENDATION:

Staff recommends approval.

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A FREQUENCY ADVERTISING CONTRACT WITH THE DALLAS MORNING NEWS FOR A ONE YEAR PERIOD ON THE TERMS SET FORTH AND DESCRIBED IN THE ATTACHED CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Frequency Advertising Contract by and between the Town of Addison, Texas (the "City") and The Dallas Morning News, a true and correct copy of which Contract is attached hereto, is hereby approved.

Section 2. The City Manager is authorized and empowered to execute the said Frequency Advertising Contract on behalf of the City.

Section 3. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this _____ day of _____, 2003.

Mayor R. Scott Wheeler

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

The Dallas Morning News

Frequency Advertising Contract Town of Addison

Dallas, Texas September 19, 2003

Town of Addison, Texas represented by Xelerate Group and Tibbets Media
(hereinafter referred to as Advertiser) hereby contract with the Dallas Morning News for the
consumption of not less than

Twenty-six times (26)

insertions of display advertising space to be published in the Dallas Morning News within twelve (12) months, such advertising to pertain solely to the business of the Advertiser as now conducted, for which the Advertiser agrees to pay at the office of the Dallas Morning News at Dallas, Texas, in accord with the following schedule of rates.

Number of insertions				Friday Guide	
7 insertions	(per inch)				
12 insertions	(per inch)				
26 insertions	(per inch)			Page 3 \$80.00 per column inch	
36 insertions	(per inch)				
52 insertions	(per inch)				
TV Magazine	(per inch)				

Classified Advertising (per agate line)

This contract will expire _____ September 18, .2004

The rates of the Dallas Morning News are based upon the volume or number of inches of space used by its advertisers. The rates specified herein are to apply only in the event the number of insertions contracted for is used by Advertiser. An insertion refers to advertising space used on a specific day. Multiple advertisements used in one day are considered one insertion.

If in addition to the insertions herein contracted for, Advertiser uses sufficient additional insertions and thereby earns lower rates (according to the schedule of rates in effect at the date of this contract), Advertiser will be charged at the contract rate through the expiration date, and The Dallas Morning News agrees immediately to make the proper refund at the end of the contract period.

If, however, for any reason whatever, including suspension of business of Advertiser, fewer insertions than that contracted for herein are used by the Advertiser, and by reason of such fact Advertiser fails to earn rates specified herein, Advertiser agrees that all space used under this contract shall be computed according to the schedule of rates in effect at the date of this contract and hereby agrees to pay The Dallas Morning News, immediately, whatever amount such computation may show to be due The Dallas Morning News. This agreement applies to any discontinuance of the advertising, whether at the instance of Advertiser or of The Dallas Morning News.

The entire contract is expressed on the face hereof and in the clauses on the back hereof and no verbal agreements, provisions or conditions exist with respect thereto.

ADVERTISER

ADDRESS

THE DALLAS MORNING NEWS

BY

BY

FURTHER CONDITIONS OF THIS CONTRACT

1. The Dallas Morning News reserves the right to edit or reject any advertising tendered under this contract.
2. Payment by Advertiser must be made in Dallas, Texas, and shall be made not later than the 15th of the month for space billed in the preceding calendar month. The Dallas Morning News and Advertiser agree that this contract is performable in Dallas County, Texas.
3. The rates of The Dallas Morning News set forth in this Agreement are based upon an assumed classification for the advertising being placed. If at any time The Dallas Morning News determines that the advertising being placed by Advertiser does not qualify for the rates set forth, then The Dallas Morning News shall notify Advertiser that any further inserts run pursuant to this Agreement shall be run at a revised rate. Advertiser agrees to pay to The Dallas Morning News the revised rate for any insertions run after Advertiser has received notice that the rate has been revised and has been advised of the amount of the revised rate. If Advertiser chooses not to pay the revised rate, then Advertiser must so advise The Dallas Morning News before any additional insertions are run. If Advertiser gives notice to The Dallas Morning News that Advertiser will not pay the revised rate, then this Agreement shall be terminated and the parties shall have no further liability to each other except for amounts owing for advertisements run prior to The Dallas Morning News' receipt of such notice from Advertiser.
4. Advertisements are to be inserted in accordance with The Dallas Morning News' rules of composition, position and shape.
5. If position is specified by Advertiser, then Advertiser agrees to pay the rate for such specific position provided the desired position is available. The Dallas Morning News agrees to attempt to accommodate a request for a specific position. If a specified position requested by Advertiser is not available, then The Dallas Morning News may position the copy in any position according to The Dallas Morning News' rules of composition, position and shape unless The Dallas Morning News is notified in writing by Advertiser that the copy is to be printed only in the specified position.
6. In the event Advertiser fails to make payment agreed, The Dallas Morning News may at any time discontinue the advertising of Advertiser and cancel this contract. Cancellation of the contract shall in no way affect the obligation of Advertiser to pay amounts due at the time of cancellation for advertising actually provided.
7. In case of omission or error in an advertisement as presented, The Dallas Morning News shall not be liable for damages, but in such event Advertiser's sole remedy shall be that Advertiser shall not be liable for the cost of the advertisement; in addition, in case of such omission or error the indemnity and hold harmless provision set forth in Section 10 shall not apply.

8. Advertising running consecutively will be carried until new copy is furnished or the advertising is ordered suspended. All orders changing copy or suspending an advertisement must be made in writing.
9. While this contract is in effect, should any conditions arise which affect the cost of newspaper operation such as inflation of currency, the imposition by the Government of a sales tax, increased material or production costs, et cetera, The Dallas Morning News reserves the right to increase the advertising rates named on the reverse side hereof or incorporated herein by reference. In such event, however, The Dallas Morning News must give Advertiser at least thirty (30) days' notice thereof and if such increase is not satisfactory to Advertiser, then Advertiser shall have the privilege of canceling this contract.
10. Advertiser agrees to indemnify and hold harmless The Dallas Morning News and its directors, officers, agents and employees against and from all claims, exposure, liability, loss, or damage, including reasonable attorney's fees, alleged to be caused by or arising wholly or in part out of the publication of Advertiser's material hereunder and to reimburse The Dallas Morning News for the expense of any litigation instituted by others arising therefrom.
11. This contract is made and entered into under The Dallas Morning News' current published schedule of rates in effect on the date hereof, and by reference such schedule is expressly made a part hereof. Advertiser assumes responsibility for acquainting Advertiser with such current published schedule of rates and Advertiser acknowledges that it is familiar with such current published schedule of rates.
12. Advertiser agrees to submit to The Dallas Morning News in writing, all claims of errors in the statement of account submitted by The Dallas Morning News within thirty (30) days of billing date. All such claims not so submitted shall be considered waived.
13. In the event that The Dallas Morning News' form "Application for Credit" has been completed and submitted by Advertiser in connection with this contract, Advertiser warrants that the information contained therein is true and correct, and agrees that the making of any false statement therein constitutes a material breach of the agreement.
14. Any Application for Credit executed by Advertiser is hereby made a part of this Contract and incorporated herein fully by reference.
15. Advertiser, and the person signing in Advertiser's behalf in any, warrants that he has the authority to make this agreement.
16. Advertiser agrees to assume liability for and make payment for all advertising published pursuant hereto in the event his business is sold, until such time as a contract is entered into between The Dallas Morning news and the new owner.
17. Space contracts and frequency contracts are automatically renewed for successive periods of one (1) year at rates in effect at time of renewal. Either party may decline such renewal by written notice to the other prior to the expiration date of the current contract. One-time frequency contracts will not be renewed automatically.

Council Agenda Item: #R10

SUMMARY:

To consider approval of the contract for service between the Town of Addison and the Texas Chamber Orchestra in the amount of \$30,000 as authorized in the FY 2003/04 Hotel Fund budget.

FINANCIAL IMPACT:

Budgeted Amount: \$30,000.00

Cost: \$30,000.00

BACKGROUND:

During the FY 2003/04 budget process, the Texas Chamber Orchestra made an initial funding request in the amount of \$40,000. However, the City Council formally approved the funding amount for \$30,000.

In order to receive the funded amount, the Texas Chamber Orchestra shall provide the following services in FY 2003/04:

- Three concerts at the Addison Theatre Centre on November 8, 2003; February 21 and May 1, 2004.
- One free children's concert at Janie Stark Elementary School and one free concert at Anne Frank Elementary School.
- Two outdoor concerts at the Addison Circle Park on a mutually agreed upon date.
- Provide entertainment at the Town's Service Appreciation Event.
- Provide entertainment at the Addison Citizen's Academy.
- Provide a full-page promotional advertisement for the Town in the season program.
- Detailed quarterly financial statements and program results to the City.

RECOMMENDATION:

It is recommended that the City Council approve a resolution authorizing the City Manager to enter into a contract with the Texas Chamber Orchestra for an amount not to exceed \$30,000. This contract shall be subject to final review and approval by the City Attorney.

AGENCY	FY 2002/03 FUNDING LEVEL	FY 2003/04 FUNDING LEVEL
<i>GENERAL FUND:</i>		
Communities in Schools Dallas, Inc.	\$30,000	\$40,000
Senior Adult Services	\$15,000	\$15,000
Metrocrest Social Service Center	\$15,000	\$15,000
Metrocrest Chamber of Commerce	\$9,000	\$9,000
Special Care and Career Services	\$5,000	\$5,000
H.O.P.E.	\$5,000	\$5,000
The Family Place	\$5,000	\$5,000
DFW International *	\$0	\$2,500
Metrocrest Family Medical Clinic	\$0	\$0
SUBTOTAL	\$ 84,000	\$ 96,500
 <i>HOTEL FUND:</i>		
WaterTower Theatre **	\$380,000	\$380,000
Texas Chamber Orchestra	\$15,000	\$30,000
Brookhaven College Center for the Arts	\$8,500	\$8,500
Dance Council	\$6,700	\$6,600
Repertory Company Theatre	\$8,700	\$5,000
Nova Dancing Company (Barefoot Brigade) *	\$0	0
SUBTOTAL	\$ 418,900	\$ 430,100
 GRAND TOTAL	 \$ 502,900	 \$ 526,600

* Indicates a first time request

** Request includes \$150,000 in potential Town "Matching Funds"

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING A CONTRACT FOR SERVICES WITH THE TEXAS CHAMBER ORCHESTRA TO PERFORM CERTAIN SERVICES FOR THE CITY FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2004 AS SET FORTH AND DESCRIBED IN THE ATTACHED CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Contract for Services by and between the Town of Addison, Texas and the Texas Chamber Orchestra for the fiscal year beginning October 1, 2003 and ending September 30, 2004, a true and correct copy of which Contract is attached hereto, is hereby approved.

Section 2. The City Manager is authorized and empowered to execute the said Contract for Services on behalf of the City and to take all steps necessary to carry out the terms thereof.

Section 3. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this _____ day of _____, 2003.

Mayor R. Scott Wheeler

ATTEST:

By: _____
Carmen Moran, City Secretary

APPROVED AS TO FORM:

By: _____
Ken Dippel, City Attorney

STATE OF TEXAS

§

CONTRACT FOR SERVICES

COUNTY OF DALLAS

§

§

This Contract for Services is made and entered into as of the 1st day of October, 2003 by and between the Town of Addison, Texas (the "City"), and the Texas Chamber Orchestra (the "Orchestra").

WITNESSETH:

WHEREAS, the Orchestra is a private, non-profit organization established under the laws of the State of Texas for the purpose of providing concerts of great music and educational opportunities for adults and children within the cities of Addison, Carrollton, Coppell and Farmers Branch; and

WHEREAS, the Orchestra's productions and work attract tourists to and encourages tourism in the City, and the City has an interest in attracting such tourists and promoting tourism to the area in order to receive the economic benefits associated therewith.; and

WHEREAS, it is the City's desire to encourage and promote the arts, including, without limitation, music; and

WHEREAS, the City is authorized to expend revenues from its hotel occupancy tax for the encouragement, promotion, improvement, and application of the arts, including, without limitation, music, and desires to encourage and promote the arts (including music) through the execution of this Contract for Services.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter set forth, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the Town of Addison, Texas and the Texas Chamber Orchestra do hereby contract, covenant and agree as follows:

I. TERM

The term of this contract and agreement shall be for a period of one year from the 1st day of October, 2003 through the 30th day of September, 2004, except as otherwise provided for herein.

II. SERVICES

The Orchestra shall provide the following services:

(a) Provide three (3) season concerts at the Addison Theatre Centre on November 8, 2003; February 21, 2004; and May 1, 2004. The Orchestra shall contact the Addison Theatre Centre for the purposes of coordinating the concerts.

(b) Provide a free children's concert at Janie Stark Elementary School and at Anne Frank Elementary School.

(c) Provide two (2) outdoor concerts at the Addison Circle Park at a mutually agreed upon date.

(d) Provide entertainment as is mutually agreed upon between the City and Orchestra at the City's Service Appreciation Event to be held on December 12, 2003.

(e) Provide entertainment at the Addison Citizen's Academy to be held at a future determined date in 2004.

(f) Provide a full-page promotional advertisement for the Town in the season program

(g) Submit detailed quarterly financial statements and program results to the City within thirty (30) days after the end of the preceding quarter listing the expenditures made by the Orchestra with the revenues received pursuant to this Contract.

III. COMPENSATION

For the operation and provision of the services, projects and programs of the Orchestra as described herein, the City shall pay the Orchestra the sum of Thirty Thousand and No/100 Dollars (\$30,000.00). Such sum shall be paid on or before April 9, 2004, provided Orchestra is not then in default of this Contract.

IV. RESPONSIBILITY; INDEMNIFICATION

Orchestra agrees to assume and does hereby assume all responsibility and liability for damages or injuries sustained by persons or property, whether real or asserted, by or from the performance of services performed and to be performed hereunder by Orchestra, its officials, officers, employees, agents, servants, invitees, contractors, subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Orchestra covenants and agrees to and shall defend, indemnify and hold harmless the City, its officials, officers, agents and employees (together, "Indemnified Persons") against, and hold the Indemnified Persons harmless from, any and all liability, losses, penalties, claims, lawsuits, actions, causes of action, costs, expenses, or fees (including, without limitation, attorney's fees), breach of contract, or any other harm for which any type of recovery (whether at law, in equity, or otherwise) is sought (together, "Claims"), resulting from or based upon, in whole or in part, any act omission of Orchestra, its officials, officers, employees, agents, servants, invitees, contractors, subcontractors, or

anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, under or in connection with this Contract, the performance thereof by Orchestra, or any of its activities, and regardless of whether or not any such Claims is caused in part by any of the Indemnified Persons. Orchestra agrees to reimburse the City for all sums which the City may pay or may be paid on behalf of the City or which the City may be compelled to pay in settlement of any Claims, including without limitation any Claims under the provisions of any workers compensation law or other similar law. The provisions of this Section shall survive the termination or expiration of this Contract.

V. TERMINATION

This Contract may be canceled and terminated by either party at any time and for any reason upon giving at least thirty (30) days written notice of such cancellation and termination to the other party hereto. Such notice shall be sent certified mail, return receipt requested, and to the most recent address shown on the records of the party terminating the Contract. The thirty (30) day period shall commence upon deposit of the said notice in the United States mail and shall conclude at midnight of the 30th day thereafter. In the event of such cancellation and termination and if Orchestra has failed at the time of such cancellation and termination to provide all of the services set forth herein, Orchestra shall refund to the City that portion of funds paid to Orchestra under the terms of this Contract in accordance with the following: Prorata funding returned to the City by Orchestra shall be determined by dividing the amount paid by the City under this Contract by 365 (the "daily rate"), and then multiplying the daily rate by the number of days which would have remained in the term hereof but for the cancellation or termination. Upon payment or tender of such amount, all of the obligations of Orchestra and the City under this Contract shall be discharged and terminated (except as otherwise provided herein) and no action shall lie or accrue for additional benefit, consideration or value for or based upon the services performed under or pursuant to this Contract.

VI. CONFLICT OF INTEREST

(a) No officer or employee of the City shall have any interest or receive any benefit, direct or indirect, in this Contract or the proceeds thereof. This prohibition is not intended and should not be construed to preclude payment of expenses legitimately incurred by City officials in the conduct of the City's business.

(b) For purposes of this section, "benefit" means anything reasonably regarded as an economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include contributions or expenditures made and reported in accordance with any law.

VII. ACCOUNTING

Prior to adopting its annual budget, Orchestra shall submit for the City's review a budget showing the use of the City's funds provided pursuant to this Contract, and Orchestra shall make

such periodic reports to the City, as provided for herein, listing the expenditures made by Orchestra from the funds provided by the City. The approval of Orchestra's annual budget creates a fiduciary duty in Orchestra with respect to the funds provided by the City under this Contract.

The funds paid to Orchestra pursuant to this Contract shall be maintained in a separate account established for that purpose and may not be commingled with any other money. Funds received hereunder from the City may be spent for day to day operations, supplies, salaries and other administrative costs provided that such costs are necessary for the promotion and encouragement of the purposes for which the funds may be used as described herein.

Orchestra shall maintain complete and accurate financial records of all of its revenues, including, without limitation, each expenditure of revenue received pursuant to this Contract. By the twenty-first (21st) day after the close of each quarter (beginning with the quarter ending December 31, 2003, with the last quarter ending September 30, 2004), Orchestra shall provide the City the following: (a) a detailed financial report for the previous quarter listing the expenditures made by Orchestra of the funds paid to Orchestra under this Contract; and (b) a year-to-date report of the expenditures made by Orchestra of the funds paid to Dance Council under this Contract (and if this Contract is terminated prior to its expiration, Orchestra shall provide such reports as set forth above for the period prior to the expiration for which reports have not been provided, and such obligation shall survive the termination hereof; and the obligation to provide the reports for the last quarter of this Contract shall survive the expiration of this Contract). On request of the City at any time, Orchestra shall make its records available for inspection and review by the City or its designated representative(s). Within ninety (90) days of the end of Orchestra's fiscal year, Orchestra shall provide the City with a financial statement signed by the Chairman of Orchestra's Board of Directors (or other person acceptable to the City) and audited by an independent Certified Public Accountant, setting forth Orchestra's income, expenses, assets and liabilities, and such obligation shall survive the termination or expiration of this Contract.

VIII. INDEPENDENT CONTRACTOR

In performing services under this Contract, the relationship between the City and Orchestra is that of independent contractor, and the City and Orchestra by the execution of this Contract do not change the independent status of Orchestra. No term or provision of this Contract or action by Orchestra in the performance of this Contract is intended nor shall be construed as making Orchestra the agent, servant or employee of the City, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship.

IX. NON-ASSIGNABILITY

Orchestra may not and shall have no authority to assign, transfer, or otherwise convey by any means whatsoever this Contract or any of the rights, duties or responsibilities hereunder without obtaining the prior written approval of the City, and any attempted assignment, transfer, or other conveyance of this Contract without such approval shall be null and void and be cause for immediate termination of this Contract by the City.

X. NO PARTNERSHIP, JOINT VENTURE, OR JOINT ENTERPRISE

Nothing contained in this Contract shall be deemed to constitute that the City and Orchestra are partners or joint venturers with each other, or shall be construed or be deemed to establish that their relationship constitutes, or that this Contract creates, a joint enterprise.

XI. COPYRIGHT

Orchestra assumes full responsibility for complying with all United States laws and treaty terms pertaining to intellectual property issues and any applicable regulations, including but not limited to the assumption of all responsibilities for paying all royalties which are due for the use of domestic or foreign copyrighted works in Orchestra's performances, transmissions or broadcasts, and Orchestra, without limiting any other indemnity given by Orchestra as set forth herein, agrees to defend, indemnify, and hold harmless the City, its officials, officers, employees, and agents, for any liability, claims or damages (including but not limited to court costs and reasonable attorney's fees) growing out of Orchestra's infringement or violation of any statute, treaty term or regulation applicable to intellectual property rights, including but not limited to copyrights.

XII. NON-DISCRIMINATION

During the term of this Contract, Orchestra agrees that it shall not discriminate against any employee or applicant for employment because of race, age, color, sex or religion, ancestry, national origin, place of birth, or handicap.

XIII. LEGAL COMPLIANCE; CONTRACT SUBJECT TO LAWS

Orchestra shall observe and abide by, and this Contract is subject to, all applicable federal, state, and local (including the City) laws, rules, regulations, and policies (including, without limitation, the Charter and Ordinances of the City), as the same currently exist or as they may be hereafter amended.

XIV. VENUE; GOVERNING LAW

In the event of any action under this Contract, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Contract.

XV. COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XVI. NO WAIVER; RIGHTS CUMULATIVE

The failure by either party to exercise any right or power, or option given to it by this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The rights or remedies under this Contract are cumulative to any other rights or remedies, which may be granted by law.

XVII. NOTICES

All notices, communications and reports, required or permitted under this Contract shall be personally delivered or mailed to the respective parties using certified mail, return receipt requested, postage prepaid, at the addresses shown below. The City and Orchestra agree to provide the other with written notification within five (5) days, if the address for notices, provided below, is changed. Notices by personal delivery shall be deemed delivered upon the date delivered; mailed notices shall be deemed communicated on the date shown on the return receipt. If no date is shown, the mailed notice shall be deemed communicated on the third (3rd) day after depositing the same in the United States mail.

The City's address:

Mario Canizares
Assistant to the City Manager
Town of Addison
5300 Belt Line Road
Dallas, Texas 75254

Orchestra's address:

P.O. Box 111333
Carrollton, Texas 75011
Attn: _____

XVIII. SEVERABILITY

The terms of this Contract are severable, and if any section, paragraph, clause, or other portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the parties shall be deemed to have contracted as if said section, paragraph, clause or portion had not been in the Contract initially.

XIX. AUTHORITY TO EXECUTE CONTRACT

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

XX. ENTIRE AGREEMENT

This Contract represents the entire and integrated contract and agreement between the City and Orchestra and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the City and Orchestra.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be signed by their proper corporate officers as first above specified, and have caused their proper corporate seal to be hereto affixed the day and year first above written.

TOWN OF ADDISON, TEXAS

TEXAS CHAMBER ORCHESTRA

By: _____
Ron Whitehead, City Manager

By: _____
Chairman of the Board

ATTEST:

ATTEST:

By: _____
Carmen Moran, City Secretary

By: _____
